

1008 MORTGAGE OF REAL ESTATE.

ST. B. HARRIS &amp; CO., ST. LOUIS, MO.

*Mortgage*  
 This ~~Indenture~~ <sup>Mortgage</sup>, Made this 29 day of August, A.D. 1908, between by  
P.W. McCreary and Nellie McCreary, his wife  
of Broken Arrow Oklahoma County, in the State of Oklahoma, of the first part, and Mortgagors  
to J. J. Barnes of Broken Arrow Oklahoma, Mortgagee,  
of County, in the State of Oklahoma, of the second part:  
 WITNESSETH, That ~~said part~~ <sup>the said</sup> ~~of the first part, in consideration of the sum of~~ Mortgagors hereby mortgages to  
the said Mortgagee their certain real property Dollars, the receipt of which is hereby acknowledged,  
do by these presents Grant, Bargain, Sell and Convey unto said part of the second part heirs and assigns, the following described  
REAL ESTATE, situated in County, and State of Oklahoma, to-wit:  
And premises Situate in Tulsa County Oklahoma, described as  
the Lots Nos. Nine (9) Ten (10) Eleven (11) and Twelve (12)  
in Block No Twenty One (21) in the incorporated Town of  
Broken Arrow Okla.  
TO HAVE AND TO HOLD THE SAME, unto the said part of the second part heirs and assigns, together with all and  
improvements thereon and all singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, forever. as security for the  
PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas said  
part has this day executed and delivered certain

promissory note in writing to said part of the second part, described as follows:  
payment to him of the sum of Two Hundred fifty and no/100  
Dollars on the 29th day of August 1909, with interest  
thereon from the 29th day of August 1908 at Eight per  
Cent per annum, as evidenced by a certain promissory  
note given by said Mortgagors to the said Mortgagee for  
said amount, dated the 29th day of August 1908  
and payable and drawing interest as above stated.

Nellie McCreary (Seal)  
P.W. McCreary (Seal)

Now, if said part of the first part shall pay or cause to be paid to said part of the second part heirs or assigns, said  
sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then this  
mortgage shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part  
thereof, or any interest thereon, is not paid when the same is due, and if the taxes and assessments of every nature, which are or may be assessed and  
levied against said premises or any part thereof are not paid when the same are by law made due and payable, the whole of said sum or sums, and  
interest thereon, shall then become due and payable, and said part of the second part shall be entitled to the possession of said premises. And the  
said part of the first part for said consideration do hereby expressly waive an appraisement of said real estate and all benefit of the homestead  
exemption and stay laws of the State of Oklahoma.

IN WITNESS WHEREOF, The said part of the first part has hereunto set hand the day and year first above written.

STATE OF OKLAHOMA, } ss.

Tulsa COUNTY. Before me the undersigned Notary Public  
in and for said County and State on this 29 th day of August, 1908, personally appeared  
McCreary and Nellie McCreary his wife to me known to be the identical person  
who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and  
deed for the uses and purposes therein set forth. Witness my hand and official seal the day  
and year above written.  
 My Commission expires Jan 11 1911

This instrument was filed for Record on the 31 day of Aug, A.D. 1908, at 8 o'clock A.M.  
 and duly recorded the 19 day of Aug, 1908  
 By Seal Deputy. Register of Deeds.