

Myron Brown et al. To Henry R. Crews et al.

1898 MORTGAGE OF REAL ESTATE

RED. A. BARBARA CO., ST. LOUIS, MO.

This Indenture, Made this 5th day of August A. D. 1908, between Myron Brown and Jessie Brown (his wife) of Quisa County, in the State of Oklahoma, of the first part, and Henry R. Crews and Thomas J. Carter of Quisa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of (\$86⁰⁵) Eighty Six and ⁰⁵/₁₀₀ Dollars, the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto said parties of the second part Their heirs and assigns, the following described REAL ESTATE, situated in Quisa County, and State of Oklahoma, to-wit:

Lots (14) fourteen and (15) fifteen in Block (13) Three in the South Side Addition in the City of Quisa, Oklahoma.

TO HAVE AND TO HOLD THE SAME, unto the said parties of the second part Their heirs and assigns, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, forever, and warrant the title to the same.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas said Myron Brown has this day executed and delivered his certain promissory note in writing to said parties of the second part, described as follows:

For (\$86⁰⁵) Eighty Six and ⁰⁵/₁₀₀ dollars.

Now, if said parties of the first part shall pay or cause to be paid to said parties of the second part Their 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 the 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, then the whole of said sum or sums, and interest thereon, shall then become due and payable, and said parties of the second part shall be entitled to the possession of said premises. And the said parties of the first part for said consideration do hereby expressly waive an appraisal of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set Their hands the day and year first above written.

Myron Brown
Jessie Brown

STATE OF OKLAHOMA, } ss.
County of Quisa County. }
Before me, E. A. Robinson
in and for said County and State on this 5th day of August A. D. 1908, personally appeared Myron Brown and Jessie Brown to me known to be the identical persons 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. Given Under my Hand and official seal, this 5th day of August A. D. 1908.
My Commission expires Jan. A. D. 1912.
(Seal)

E. A. Robinson
Notary Public.

This instrument was filed for Record on the 14 day of Sept. A. D. 1908, at 9⁰⁰ o'clock A. M., and duly recorded the 14 day of Sept. 1908.
By (Seal) Deputy. H. O. Walkley. Register of Deeds.