

Geo W. Adams vs. To Union Trust Co.

This Indenture, Made this 12th day of September A. D. 1908, between George W. Adams and Minnie E. Adams his wife of Adesa County, in the State of Oklahoma, of the first part, and Union Trust Co.

of Adesa, Adesa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1st of the first part, in consideration of the sum of (350.00) Dollars, the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto said part 2d of the second part the above and assigns, the following described REAL ESTATE, situated in Adesa County, and State of Oklahoma, to-wit:

The south half (S 1/2) of south half (S 1/2) of south west quarter (SW 1/4) of section thirty six (36) township twenty one (21) north, range twelve (12) east, containing forty (40) acres, more or less.

TO HAVE AND TO HOLD THE SAME, unto the said part 2d 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.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas said George W. Adams & Minnie E. Adams ha on this day executed and delivered a certain promissory note in writing to said part 2d of the second part, described as follows:

\$350.00, Adesa Oklahoma September 12, 1908.  
Two months after date we, or either of us, promise to pay to the order of Union Trust Company Adesa Oklahoma three hundred & fifty no dollars for value received, negotiable and payable at office of Union Trust Company, Adesa Oklahoma without devaluation or discount, with interest from maturity at the rate of ten per cent. per annum until paid; and if interest be not paid annually become as principal and bear same rate of interest. The drawer and endorser severally waive presentation for payment, protest and notice of protest, and non payment of this note, and agree to pay attorney's fees all court costs and all other expenses incurred in collecting this note and interest, or any part thereof. Signed: George W. Adams  
Minnie E. Adams  
P.O. no. 12 12th 1908

Now, if said part 1st of the first part shall pay or cause to be paid to said part 2d of the second part the above 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 2d of the second part shall be entitled to the possession of said premises. And the said part 1st 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 part 1st of the first part ha on hereunto set their hand at the day and year first above written.

George W. Adams  
Minnie E. Adams

STATE OF OKLAHOMA, } ss.  
Adesa COUNTY. } Before me, Claude G. Gingley, Notary Public.  
in and for said County and State on this 12th day of September 1908, personally appeared George W. Adams and Minnie E. Adams to me known to be the identical person a 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.

My Commission expires Sept. 17th 1910.

(Seal)

Claude G. Gingley

This instrument was filed for Record on the 14 day of Sep. A. D. 1908, at 4<sup>40</sup> o'clock P. M., and duly recorded the 19 day of 19 By H. C. Walkley, Deputy. Register of Deeds.

(Seal)