

Elizabeth Morrissey et al. TO O.C. Hughes

455

This Indenture, Made this 5th day of September A. D. 1908, between Elizabeth Morrissey and John E. Morrissey, her husband of Dallas County, in the State of Oklahoma, of the first part, and O.C. Hughes, of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of Three Hundred seventy five (\$375.00) Dollars, the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto said party of the second part his heirs and assigns, the following described REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit: Lot four (4) block two (2) Campbell Addition formerly Drew Addition to the City of Tulsa Oklahoma according to the official plat and survey of said addition.

TO HAVE AND TO HOLD THE SAME, unto the said party of the second part his 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 parties of the first part ha this day executed and delivered their certain promissory note in writing to said party of the second part, described as follows:

Dated September 5th. 1908, due one year from date for \$375.00, drawing 8% interest from date

Now, if said parties of the first part shall pay or cause to be paid to said party of the second part his 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 party 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 ha hereunto set their hands the day and year first above written.

Elizabeth Morrissey
John E. Morrissey

Arkansas
STATE OF OKLAHOMA, } ss.
Dallas COUNTY.

Before me, The undersigned, Notary Public in and for said County and State on this 21st day of September 1908, personally appeared Elizabeth Morrissey and John E. Morrissey her husband 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.

My Commission expires 2-15 1911

(Seal)

G.M. Richardson
N.P.

This instrument was filed for Record on the 25 day of Sep. A. D. 1908, at 11:40 o'clock A. M., and duly recorded the day of 19.

By Deputy.

real

H.C. Walkley
Register of Deeds.

For "Received, I acknowledge satisfaction and payment in full of the within mortgage, and same is hereby release."
J. C. Morrissey
Notary of Deeds