

1008—MORTGAGE OF REAL ESTATE.

This Indenture, Made this 28th day of September A. D. 1908, between L. Rardin
of McLean Co. Okla. and Frank White of Tulsa
 of Chariton County, in the State of Oklahoma, of the first part, and W. R. Slaughter

of Chariton County, in the State of Missouri, of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of

Thirty five hundred 700

(\$3500.00)

Dollars, the receipt of which is hereby acknowledged,

do by these presents Grant, Bargain, Sell and Convey unto said parties of the second part his heirs and assigns, the following described

REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit: The north sixty (60)

feet of Lot two (2) and the north sixty (60) feet of Lot three (3), all in block eight (8) of
the original town now city of Tulsa County and State of Oklahoma, and according
to the official survey and plat thereof. This mortgage being made for the purpose
of correcting errors in a certain mortgage of the same parties made on the
27th day of May, 1908 and duly recorded in record 34, page 270 in the office of the Register
of Deeds of Tulsa County, Oklahoma.

TO HAVE AND TO HOLD THE SAME, unto the said parties 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 first parties

have heretofore he this day executed and delivered one certain promissory note in writing to said parties of the second part, described as follows:

\$3500.00

Tulsa Oklahoma February 10th. 1908.

On years after date for value received in promise to pay
to W. R. Slaughter or order thirty five hundred (\$3500) 700 dollars.
at the office of Elliott & Ramsey, Tulsa Oklahoma.
To bear interest at the rate of 6 per cent per annum, from date,
payable semi-annually. And further agree that if this note
is not paid when due to pay all costs necessary for
collection including ten percent for attorney's fees.
Payments of any sum not less than \$100.00 may
be made on the principal hereof on or before any interest pay-
ing period. Due 2-10-1918.
L. Rardin
Frank White

Now, if said parties of the first part shall pay or cause to be paid to said parties 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 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 and the day and year first above written.

L. Rardin

Frank White

STATE OF OKLAHOMA, } ss.

Tulsa COUNTY. Before me, John R. Ramsey, Notary Public
 in and for said County and State on this 28th day of September, 1908, personally appeared L. Rardin
 and Frank White 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 Nov. 12th. 1910.

(Seal)

John R. Ramsey
Notary Public, Tulsa County, Oklahoma.

This instrument was filed for Record on the 28 day of Sep. A. D. 1908, at 4 o'clock P. M., and duly recorded the day of 19

By H. C. Walker Deputy.

Register of Deeds.