

George Brannen

COMPARED

To Miss Sallie Coates

459

1008. MORTGAGE OF REAL ESTATE.

W. B. BARNARD & CO., ST. LOUIS, MO.

This Indenture, Made this 29th day of September A. D. 1908, between

George Brannen
of Gulosa County, in the State of Oklahoma, of the first part, and Miss Sallie Coates

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

WITNESSETH, That said part 1 of the first part, in consideration of the sum of \$650.00
Six hundred and fifty Dollars, the receipt of which is hereby acknowledged,
do hereby these presents Grant, Bargain, Sell and Convey unto said part 2 of the second part her heirs and assigns, the following described
REAL ESTATE, situated in Gulosa County, and State of Oklahoma, to-wit:

Lot number one (1) in Block number seven (7) in Friend & Gillette Addition to the city of Gulosa, State of Oklahoma according to the recorded plat of said addition.

TO HAVE AND TO HOLD THE SAME, unto the said part 2 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 George Brannen
has at this day executed and delivered a certain
promissory note in writing to said part 2 of the second part, described as follows:

\$650.00 "Gulosa Okla. September 29, 1908.
Two years after date for value received I promise to pay to
Miss Sallie Coates or order six hundred and fifty dollars
at Monroe city Missouri to bear interest at the rate of
8% per annum from date and further hereby agree
that if this note is not paid when due to pay all
costs necessary for collection including ten percent for
attorneys fees.
George Brannen.
Due Sept. 29, 1910.

Now, if said part 1 of the first part shall pay or cause to be paid to said part 2 of the second part her 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 2 of the second part shall be entitled to the possession of said premises. And the said part 1 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 1 of the first part has his hereunto set his hand the day and year first above written.

George Brannen.

STATE OF OKLAHOMA, } ss.
Gulosa COUNTY.

Before me, R. E. Berger a Notary Public
in and for said County and State on this 29th day of September 1908, personally appeared George Brannen
and _____ to me known to be the identical person

who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My Commission expires March 11, 1912.

(Seal).

R. E. Berger.

This instrument was filed for Record on the 29 day of Sep. A. D. 1908, at 4:00 o'clock P. M.,
and duly recorded the _____ day of _____ 1908.

By _____ Deputy.

H. C. Mackley.

Register of Deeds.