

1008 MORTGAGE OF REAL ESTATE.

SIO. P. BAKER & CO., ST. LOUIS S

State of Oklahoma,
County of Tulsa.

This Indenture, Made this 19th day of Aug. A. D. 1908, between

Wilbur M. Marriott and L. C. Wells, both

of Tulsa County, in the State of Oklahoma, of the first part, and

of Delaware Ohio County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of
 Sixteen Hundred (\$1600.00) and no 700 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:

all of Lot number one (1), Block number two (2), in the
 Strawberry Addition to the City of Tulsa Oklahoma
 according to the official survey and plat thereof.

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, and warrant the title to them.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas said Wilbur M. Marriott
 and L. C. Wells ha 24 this day executed and delivered a certain
 promissory note in writing to said party of the second part, described as follows: for sixteen hundred
 (\$1600.00) dollars due in one year with interest
 at the rate of 8% per annum, and payable to said
 party of the second part or his order at Delaware Ohio,
 and the first parties agree to keep the buildings in-
 sured for \$1600.00.
 And the mortgagors agree to pay \$100.00 attorney's
 fees on foreclosure.

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 24 hereunto set their hand the day and year first above written.

Wilbur M. Marriott
 L. C. Wells

STATE OF OKLAHOMA, }
 County of Tulsa, } ss.

Before me, W. D. Abbott

in and for said County and State on this 19th day of August A. D. 1908, personally appeared Wilbur M.
 Marriott and L. C. Wells 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 19th day
 of August A. D. 1908.

My Commission expires Dec. 18, A. D. 1908.

(Seal)

W. D. Abbott,
Notary Public.

This instrument was filed for Record on the 29 day of Sep. A. D. 1908, at 2 o'clock P. M.,
 and duly recorded the day of 1908.

By Deputy.

H. C. Walkley,
Register of Deeds.