

1089. MORTGAGE OF REAL ESTATE.

State of Oklahoma,
County of Tulsa.

This Indenture, Made this 28 day of September A. D. 1908, between

Andy Jefferson, a single man,

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

H. G. Winkeland

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

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

Eighty five and 100/100 Dollars, the receipt of which is hereby acknowledged,

do hereby 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: South east quarter of south west quarter of section one (1), Township seventeen (17) north, range twelve (12) east of the Indian Base and meridian.

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 thereto.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas said Andy Jefferson

has this day executed and delivered his certain promissory note in writing to said party of the second part, described as follows: for eighty five dollars

due Nov. 1, 1908.

and the first part agree to keep the buildings insured for \$0.

and the mortgagor agrees to pay \$50.00 attorneys fees on foreclosure.

Now, if said party 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 party of the first part for said consideration does 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 party of the first part has hereunto set his hand the day and year first above written.

Andy Jefferson.

STATE OF OKLAHOMA, } ss.

County of Muskogee County.

Before me, a Notary Public

in and for said County and State on this 28 day of September A.D. 1908, personally appeared Andy Jefferson

a single man 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. Given under my hand and official seal this

28 day of September A.D. 1908.

My Commission expires 12-24-08 1908.

(seal)

Curtis Clark.

Notary Public.

This instrument was filed for Record on the 29 day of Sep. A.D. 1908, at 10:30 o'clock A.M.

and duly recorded the day of 1908.

By H. C. Walkley, Register of Deeds.

seal