

COMPARED
TO

467

1898 MORTGAGE OF REAL ESTATE.

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

This Indenture, Made this 29th day of September A. D. 1905, between

Sophia M. Pittman, a single woman
of Tulsa County, in the State of Oklahoma, of the first part, and

Thomas M. Phillis
of _____ County, in the State of Oklahoma, of the second part:

WITNESSETH, That said party of the first part, in consideration of the sum of Eight hundred fifty and no/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:

Lot six (6) Block one hundred twenty (120), in the city of Tulsa, Tulsa County, State of Oklahoma, according to the official plat and survey thereof. dollars.

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 first party had this day executed and delivered her certain promissory note in writing to said party of the second part, described as follows:

Note dated September 29th, 1905, due one year after date, with interest from date at the rate of 8% per annum until paid.

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 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 party of the first part has hereunto set her hand the day and year first above written.

Sophia M. Pittman

STATE OF OKLAHOMA, }
Tulsa COUNTY. } ss.

Before me, Phil C. Kramer a Notary Public in and for said County and State on this 1 day of September 1905, personally appeared

Sophia M. Pittman and _____ to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission expires June 19th 1907 (Seal)

Phil C. Kramer
Notary Public

This instrument was filed for Record on the 1 day of Oct A. D. 1905, at 5 o'clock a M., and duly recorded the _____ day of _____ 1905

By _____ Deputy.

(Seal)

H. C. Walkley
Register of Deeds.