

COMPARED
TO

469

1008 MORTGAGE OF REAL ESTATE.

REV. B. BRYAN & CO., ST. LOUIS, MO.

This Indenture, Made this first day of October A. D. 1908, between

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

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

WITNESSETH, That said part 1 of the first part, in consideration of the sum of Six hundred eighteen and 00/100 dollars, (\$618.00) 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 his heirs and assigns, the following described REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit: the southwest quarter (SW 1/4) of the southwest quarter (SW 1/4) of section 24, and the southeast quarter (SE 1/4) of the southeast quarter (SE 1/4) of the southeast quarter (SE 1/4) of section 28, Township 21 N., Range 13 E. and known as Tulsa Oil & Gas Land Co's subdivision Except Lots # 1-2-3-4-5-6-7-8-9-10-11-12-13-14-15-16 Block 5; 1-2-3-4-5-6-7-8-12-13-14-15-16 Block 11; 4-5-6-7-8-9-10-11-12-13 Block 13; 1 Block 14; 1-2-3-4-14-15-16 Block 16; 1-12-16 Block 19; 16 Block 20; 14 Block 21.

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 C. D. M. Collough has this day executed and delivered certain promissory note in writing to said part 2 of the second part, described as follows:

Amount \$618.00 Dated Oct 1st 08 and payable Jan 1st 1909.

Now, if said part 1 of the first part shall pay or cause to be paid to said part 2 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 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 hereunto set his hand the day and year first above written.

C. D. M. Collough

STATE OF OKLAHOMA, }
COUNTY, } ss.

Before me, Frank M. Rouse a Notary Public in and for said County and State on this 1st day of October 1908, personally appeared

C. D. M. Collough 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 4-11-1909 (Seal) Frank M. Rouse Notary Public

This instrument was filed for Record on the 2 day of Oct A. D. 1908, at 9 o'clock A. M., and duly recorded the 2 day of Oct 1908

By (Seal) Deputy. H. C. Mackley Register of Deeds.

within mortgage, and same is hereby released.

Signed and acknowledged before me. Frank M. Rouse Notary Public

H. C. Mackley Register of Deeds