

Spire M. Berry

To C. B. Garguharson

481

1668 - MORTGAGE OF REAL ESTATE

ST. LOUIS, MO.

This Indenture, Made this 9th day of October A. D. 1908, between

Spire M. Berry
of Tulsa County, in the State of Oklahoma, of the first part, and
C. B. Garguharson
of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said party of the first part, in consideration of the sum of
Two hundred & \$200.00 and 100/100 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:

Lot 11, Block 205 Woodlawn Addition to the City of Tulsa

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 C. B. Garguharson
has on this day executed and delivered one certain
promissory note in writing to said party of the second part, described as follows:

One note for two hundred dollars (\$200.) for three months from date with interest at 8%.

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 appraisalment 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 my hand the day and year first above written.

C. B. Garguharson

STATE OF OKLAHOMA, }
Tulsa COUNTY, } ss.

Before me, Chas. Haley, Notary Public

in and for said County and State on this 10th day of October 1908, personally appeared

C. B. Garguharson 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 June 29 1909.

seal)

Chas. Haley

This instrument was filed for Record on the 10 day of Oct A. D. 1908, at 2:05 o'clock P. M., and duly recorded the day of 19

By Deputy.

seal

H. C. Walker

Register of Deeds.