

COMPARED
To

485

1008 MORTGAGE OF REAL ESTATE.

W. P. DUBOIS & CO., ST. LOUIS, MO.

This Indenture, Made this 12th day of Oct A. D. 1908, between E. A. B. Wells

of Tulsa County, in the State of Oklahoma, of the first part, and Farmer's National Bank
Tulsa

of _____ 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 Two Hundred 200.00 Dollars, the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto said part 2 of the second part 0 heirs and assigns, the following described REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit:

all of Block 16 in the Gillitt and Hall addition to the City of Tulsa Ok according to recorded plat thereof.

TO HAVE AND TO HOLD THE SAME, unto the said part 2 of the second part 0 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 E. A. B. Wells has this day executed and delivered One certain promissory note in writing to said part 2 of the second part, described as follows:

One promissory note for \$200.00 dated Oct 12th 1908 for ninety days 10% interest from maturity

Now, if said part 1 of the first part shall pay or cause to be paid to said part 2 of the second part 0 heirs or assigns, said sum of money in the above described note 1 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.

E. A. B. Wells

STATE OF OKLAHOMA, }
Tulsa COUNTY, } ss.

Before me, C. H. Vincent Notary Public
in and for said County and State on this 12th day of Oct 1908, personally appeared E. A. B. Wells
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 Jan 21st 1912

C. H. Vincent

This instrument was filed for Record on the 12 day of October A. D. 1908, at 5 o'clock P.M., and duly recorded the _____ day of _____ 19____

By _____ Deputy.

H. B. Warkley
Register of Deeds.