

Frank G. Townsend wife TO John Prolick

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1008-MORTGAGE OF REAL ESTATE

ST. P. & N. M. L. CO., ST. LOUIS, MO.

This Indenture, Made this 6th day of February, A. D. 1908, between Frank G. Townsend wife & Pauline F. Townsend of Tulsa County, in the State of Oklahoma, of the first part, and John Prolick of Lake County, in the State of South Dakota, of the second part:

WITNESSETH, That said part ies of the first part, in consideration of the sum of Four Hundred (\$400.00) Dollars, the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto said part y of the second part his heirs and assigns, the following described REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit: The Northerly Sixty Five (65) Feet of Lot Six (6), and The Southerly Thirty Five (35) Feet of Lot Seven (7) all in Block Three (3) according to The Original Plat of the town of Tulsa.

TO HAVE AND TO HOLD THE SAME, unto the said part y 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 Frank G. & Pauline F. Townsend have this day executed and delivered their certain promissory note in writing to said part y of the second part, described as follows:

One Principal note in the sum of Four Hundred (\$400.00) Dollars same payable on or before one year from date same drawing interest at the rate of 6% payable annually.

Now, if said part ies of the first part shall pay or cause to be paid to said part y 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 y of the second part shall be entitled to the possession of said premises. And the said part ies 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 ies of the first part ha ve hereunto set their hands the day and year first above written.

Frank G. Townsend  
Pauline F. Townsend

STATE OF OKLAHOMA, } ss.  
Tulsa COUNTY.

Before me, C. D. Coggeshall, a Notary Public in and for said County and State on this 17 day of February, 1908, personally appeared Frank G. Townsend and Pauline F. Townsend his wife to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

My Commission expires May 14th 1911.

C. D. Coggeshall  
Notary Public

(Notarial Seal)

This instrument was filed for Record on the 17 day of Feb, A. D. 1908, at 2:15 o'clock P. M., and duly recorded the 19 day of Feb, 1908.

By H. C. Winkley Deputy.

(Seal)

Register of Deeds.