

Clarence G. Eaton, TO Robert K. Johnson.

1068 MORTGAGE OF REAL ESTATE.

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

This Indenture, Made this 13 day of October, A. D. 1908, between
Clarence G. Eaton
 of Quessa County, in the State of Oklahoma, of the first part, and
Robert K. Johnson
 of Quessa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said party of the first part, in consideration of the sum of
fourteen hundred ten + $\frac{10}{100}$ 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 Quessa County, and State of Oklahoma, to-wit:
Lots six and seven, Block twelve, Skiatook, Quessa
County, Oklahoma.

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
Clarence G. Eaton has this day executed and delivered his certain
 promissory note in writing to said party of the second part, described as follows:

Said notes are dated October 13th. 1908 and are each
 for the sum of \$352.00 bearing 8% interest per annum
 from date and are payable on or before twenty one
twenty four twenty seven and thirty months from date
 and signed by Clarence G. Eaton, said notes are
 numbered 7, 8, 9 and 10.

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 his hand the day and year first above written.

STATE OF OKLAHOMA. } ss.

Quessa COUNTY. Before me, W. V. Biddison, Notary Public.
 in and for said County and State on this 14 day of October 1908, personally appeared

Clarence G. Eaton 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 November 25th 1911

seal

W. V. Biddison
Notary Public

This instrument was filed for Record on the 15 day of Oct. A. D. 1908, at 9:15 o'clock A. M.,
 and duly recorded the _____ day of _____ 19____

By _____ Deputy.

(seal)

H. C. W. C. Kley
 Register of Deeds.