

1908 MORTGAGE OF REAL ESTATE.

To

SIO. W. BARNES &amp; CO., ST. LOUIS S

This Indenture, Made this 6 day of Sept A. D. 1908, betweenof Mrs. Ella Cummings and Fred Cummings  
Tulsa County, in the State of Oklahoma, of the first part, andof Isabella Henderson  
St. Louis County, in the State of Missouri Oklahoma, of the second part:WITNESSETH, That said part 1st of the first part, in consideration of the sum ofThirty Five Hundred and no 100 Dollars, the receipt of which is hereby acknowledged,  
do by these presents Grant, Bargain, Sell and Convey unto said part 2nd of the second part her heirs and assigns, all the following described  
REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit:Lot one and east half of lot two in block one hundred and sixty  
eight in the city of Tulsa said County and StateTO HAVE AND TO HOLD THE SAME, unto the said part her of the second part her 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 Mrs. Ella Cummings  
and Fred Cummings have this day executed and delivered one certain  
promissory note in writing to said part 1st of the second part, described as follows: Tulsa, Oklahoma Sept. 2, 1908\$3500.00 Five years after date for value received we promise to pay to  
the order of Isabella Henderson Thirty-five hundred dollars at the  
Farmers National Bank of Tulsa Okla. with interest at eight per  
cent per annum from date, protest, demand and notice waived.  
Reasonable atty fees allowe for collecting the sameMrs. Ella Cummings,  
Fred Cummings,Now, if said part 1st of the first part shall pay or cause to be paid to said part her of the second part her 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 2nd of the second part shall be entitled to the possession of said premises. And the  
said part 1st 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 part 1st of the first part have hereunto set their hand the day and year first above written.Mrs. Ella Cummings  
Fred CummingsSTATE OF OKLAHOMA, } ss.  
Tulsa COUNTY.Before me, Phil C. Kramer a Notary Publicin and for said County and State on this 2nd day of September 1908, personally appearedMrs. Ella Cummings and Fred Cummings 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 June 19th 1909 (Seal)Phil C. Kramer,  
Notary Public,This instrument was filed for Record on the 19 day of Oct A. D. 1908, at 8 o'clock at M.,  
and duly recorded the 19 day of 19By (Seal) Deputy.H. B. Walker,  
Register of Deeds.