

Ollie Marshall et al TO Jay Forsythe.

527

1008 MORTGAGE OF REAL ESTATE.

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

This Indenture, Made this 26th day of Oct. A. D. 1908, between

Ollie Marshall,

of Tulsa County, in the State of Oklahoma, of the first part, and

Jay Forsythe,

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

Nine hundred &

(\$900.00)

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: Lots twenty one

twenty two - twenty three and twenty four (21-22-23+24) Block seven (7) Lynch & Forsythe's Addition to Tulsa, Okla.

Dollars.

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

Ollie Marshall

has this day executed and delivered one certain

promissory note in writing to said party of the second part, described as follows:

One note dated Oct. 26, 1908 due Oct. 26, 1909 drawing 8% int. from date.

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 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 party of the first part has hereunto set his hand the day and year first above written.

Ollie Marshall

Nora Marshall

STATE OF OKLAHOMA, } ss.
Tulsa COUNTY.

Before me, Geo. W. Davis, a Notary Public

in and for said County and State on this 27th day of October 1908, personally appeared

Ollie Marshall and Nora Marshall 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 Sept. 18, 1910.

(seal)

OKM

Geo. W. Davis

This instrument was filed for Record on the 29 day of Oct. A. D. 1908, at 2³⁰ o'clock P. M., and duly recorded the day of 19

By Deputy.

(seal)

H. C. Warkley

Register of Deeds.