

1908 MORTGAGE OF REAL ESTATE.

REG. D. BARNES & CO., ST. LOUIS 5

State of Oklahoma
County of Tulsa
 This Indenture, Made this 2nd day of November A. D. 1908, between

Jay H. Ward and Hattie Ward, his wife
 of Tulsa County, in the State of Oklahoma, of the first part, and

Amos W. Lord
 of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of three hundred fifty (\$350.00) 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:

the south one half (1/2) of northeast one quarter (1/4) of southwest one quarter (1/4) and the northwest one quarter (1/4) of northeast one quarter (1/4) of southwest one quarter (1/4) of section twenty (20), township twenty one (21) north, range thirteen (13) east, containing thirty (30) acres, more or less,

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

Jay H. Ward and Hattie Ward, his wife have this day executed and delivered one certain promissory note in writing to said party of the second part, described as follows: for Three hundred fifty Dollars (\$350.00) due and payable on the 2nd day of November, 1911 with interest from date at the rate of eight (8) per centum per annum until paid.

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 parties of the first part have hereunto set their hands the day and year first above written.

Jay H. Ward
Hattie Ward

STATE OF OKLAHOMA, } ss.

County of Tulsa County.

Before me, George W. Janaway a Notary Public in and for said County and State on this 2nd day of November, 1908, personally appeared

Jay H. Ward and Hattie Ward, 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. Given under my hand and official seal this 2nd day of November A.D. 1908.

My Commission expires Oct. 12th 1910

(Seal)

George W. Janaway
Notary Public

This instrument was filed for Record on the 12 day of Nov A. D. 1908, at 12 o'clock M., and duly recorded the 12 day of Nov 1908.

By (Seal) Deputy.

A. C. Wadley
 Register of Deeds.