

1898 MORTGAGE OF REAL ESTATE

This Indenture, Made this 24 day of Nov A. D. 1908, between

Moses Monfort, a single man
of Shiatah, Tulsa County, in the State of Oklahoma, of the first part, and

C. K. Eaton
of Shiatah, 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 Two hundred fifty and no/100 Dollars, the receipt of which is hereby acknowledged, does 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 northeast 1/4 of the northwest 1/4 of the northeast 1/4 of section 26 Township 22, north of range 12, east containing ten acres, more or less, and being a portion of the S. d. M. Walden acclamation.

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 Moses Monfort of Shiatah, Tulsa County, Oklahoma has this day executed and delivered one certain promissory note in writing to said party of the second part, described as follows:

Amount of \$250.00, dated Nov. 24, 1908. Due, Nov. 24, 1919, six per cent interest 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 appraisement 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.

Moses Monfort

STATE OF OKLAHOMA, }
Tulsa COUNTY. } ss.

Before me, C. H. Cleveland a Notary Public in and for said County and State on this 24 day of November 1908, personally appeared Moses Monfort, a single man 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 Aug 31 1910

C. H. Cleveland
Notary Public

This instrument was filed for Record on the 25 day of Nov A. D. 1908, at 8:10 o'clock a. M., and duly recorded the 25 day of Nov 1908

By Seal Deputy.

A. B. Mackay Register of Deeds.