

1608 - MORTGAGE OF REAL ESTATE

This Indenture, Made this 28 day of July A. D. 1905, between

J. M. Gillotte and Minnie M. Gillotte
of Tulsa County, in the State of Oklahoma, of the first part, and

Elizabeth Dewley
of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part of the first part, in consideration of the sum of Six thousand four hundred
& fourteen and no Dollars, the receipt of which is hereby acknowledged,
do by these presents Grant, Bargain, Sell and Convey unto said party of the second part her heirs and assigns, the following described

REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit:
The west half 1/2 of the southeast quarter 4 and the southeast quarter of the
southwest quarter 4 and lot seven 7 in section nine (9) Township nineteen
19 north range twelve 12 east

TO HAVE AND TO HOLD THE SAME, unto the said part 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
J. M. Gillotte & Minnie M. Gillotte have this day executed and delivered three certain
promissory notes in writing to said party of the second part, described as follows:

One note due six months from date with 5 per cent interest for \$2135.00
One note due twelve months from date for \$2135.00 with interest at 5 per cent
per annum. One note due eighteen months from date for \$2135.00 with
interest at eight per cent interest. Said notes all dated July 28, 1905
This is intended to correct the erroneous description in a former
mortgage given by and to same parties

Now, if said part of the first part shall pay or cause to be paid to said party 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 of the second part shall be entitled to the possession of said premises. And the
said part 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 hand the day and year first above written.

J. M. Gillotte
Minnie M. Gillotte

STATE OF OKLAHOMA, } ss.
Tulsa COUNTY, }

Before me, John A. Oliphant a Notary Public
in and for said County and State on this 27th day of November 1905, personally appeared

J. M. Gillotte and Minnie M. Gillotte 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 Nov. 26th 1911

John A. Oliphant
Notary Public

This instrument was filed for Record on the 27 day of Nov. A. D. 1905, at 1 o'clock P. M.,
and duly recorded the 27 day of Nov. 1905

By [Seal] Deputy. H. G. Warkley Register of Deeds.