56 TO

1668—MORTGAGE OF REAL ESTATE. BEN. S. BARNES CO., ST. LOUIS, 8

**This Indenture,** Made this 13th day of February A. D. 19 08, between William Burham and Nancy Burham of Tulsa County, in the State of Oklahoma, of the first part, and George G. Bayne 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 Seven hundred and no/100 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, all the following described REAL ESTATE, situated in the City of Tulsa ~~County~~, and State of Oklahoma, to-wit: a part of lot seven (7) block one hundred four (104) having a frontage of five (5) feet on main street and extending in a westerly direction, parallel with Second Third street to a depth of seventy five (75) feet more particularly described as follows, beginning on the center line of block one hundred four (104) at a point fifty (50) feet from the intersection of said Second Third street with the center line of said block; thence parallel with Second Third street five (5) feet in a northerly direction from the southeast corner of said block; thence seventy five (75) feet in a westerly direction parallel with main street; thence seventy five (75) feet in an easterly direction to the center line of said block one hundred four (104); thence five (5) feet along said line to place of beginning.

TO HAVE AND TO HOLD THE SAME, ~~unto the said party of the second part 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 William Burham & Nancy Burham have this day executed and delivered one certain promissory note in writing to said party of the second part, ~~described as follows~~: of which the following is a copy.

#700.00 Tulsa, Oklahoma Feby 13, 1908

One year after date, we, or either of us, promise to pay to the order of George G. Bayne seven hundred & no/100 dollars. For value received, negotiable and payable at office of Union Trust Company, Tulsa, Oklahoma without defalcation or discount, with interest from date at the rate of eight per cent per annum until paid, and if interest be not paid annually, to become as principal and bear same rate of interest. The drawer and endorsers severally waive presentation for payment, protest and notice of protest, and non payment of this note, and agree to pay attorneys fees, all court costs, and all other expenses incurred in collecting this note and interest or any part thereof.

William Burham
Nancy Burham

Due Feby 13, 1909
P.O. Tulsa, Okla.
Mr. Orr

Now, if said parties 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~~ these presents 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, then the whole of said sum or sums, and interest thereon, together with an attorney fee of $25 shall in these presents ~~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 parties of the first part have hereunto set their hand and seals the day and year first above written.

William Burham
Nancy Burham

STATE OF OKLAHOMA, } ss.
Osage COUNTY.

Before me, Claude F. Tingley a Notary Public in and for said County and State on this 14th day of February 1908, personally appeared William Burham and Nancy Burham to me known to be the identical person 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. Witness my hand and notarial seal the day and year above written.

My Commission expires Sept 17th 1910 (Seal)

Claude F. Tingley

This instrument was filed for Record on the 29 day of Feby A. D. 1908, at 11 o'clock A M., and duly recorded the day of 19

By Deputy. (Seal) H. C. Walkley Register of Deeds.