

1608. MORTGAGE OF REAL ESTATE.

REG. B. BARRETT & CO., ST. LOUIS, MO.

This Indenture, Made this 30th day of November, A. D. 1908, between

Ida S. Collier & W. J. Collier her husband
of Tulsa County, in the State of Oklahoma, of the first part, and

St. Quinn
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 fifty 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:

Lot three (3) in Block one (1) of the George B. Payman addition to the City of Tulsa, Oklahoma

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 Ida S. Collier & W. J. Collier have this day executed and delivered 15 certain

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

Fifteen promissory notes of \$50. each, numbering from one to fifteen, dated November 30, 1908 bearing 5 per cent interest per annum from date until maturity. Every note not paid in full at maturity shall bear 10 per cent interest on principal and interest until paid, payable to St. Quinn and due on the 1st of each month for 15 months consecutively, from date.

For value received, I acknowledge satisfaction and payment in full of the within mortgage, and same is hereby released.

Signed and acknowledged before me

St. Quinn
July 14 - 1911
H. C. Mackley
Register of Deeds.

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 notes 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 parties of the first part for said consideration do hereby expressly waive an appraisalment 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.

Ida S. Collier
W. J. Collier

STATE OF OKLAHOMA, } ss.
Tulsa COUNTY.

Before me, C. W. Singleton a Notary Public

in and for said County and State on this 30 day of November, 1908, personally appeared

Ida S. Collier and W. J. Collier her husband 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 Dec. 12, 1911 Seal C. W. Singleton
Notary Public

This instrument was filed for Record on the 30 day of Nov, A. D. 1908, at 9¹⁵ o'clock AM, and duly recorded the 19 day of Nov, 1908.

By Seal Deputy, H. C. Mackley Register of Deeds.