

1688 - MORTGAGE OF REAL ESTATE -

SIO. B. BARNES & CO., ST. LOUIS, MO.

This Indenture, Made this 5th day of December, A. D. 1908, betweenof M. G. Hale, a bachelorof Tulsa County, in the State of Oklahoma, of the first part, andof Wm. Laws, James Laws and Len Lawsof Tulsa County, in the State of Oklahoma, of the second part:WITNESSETH, That said part 1 of the first part, in consideration of the sum ofTwo hundred and no. 00 Dollars, the receipt of which is hereby acknowledged,do hereby these presents Grant, Bargain, Sell and Convey unto said part 2 of the second part their heirs and assigns, the following describedREAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit:Lot number one (1) two (2) and three (3) all in block number six (6) in the Fears Addition to the town of Broken Arrow, Oklahoma.Dollars.TO HAVE AND TO HOLD THE SAME, unto the said part 2 of the second part their 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

M. G. Hale has this day executed and delivered one certain promissory note in writing to said part 2 of the second part, described as follows:

\$200.00 Broken Arrow Okla. Dec 5, 1908.
December 5, 1909 after date, I promise to pay to the order of Wm. Laws, James Laws and Len Laws two hundred dollars for value received with interest at the rate of 10 per cent per annum from date and if the interest be not paid annually to become as principal and bear same rate of interest. This note is negotiable and payable without defalcation or discount and with any right, relief or benefit whatever from stay valuation appraisement or homestead exemption laws.

Now, if said part 1 of the first part shall pay or cause to be paid to said part 2 of the second part their 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 2 of the second part shall be entitled to the possession of said premises. And the said part 1 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 part 1 of the first part has hereunto set his hand the day and year first above written.

Witness
K. M. Rowe.
Guy Bowman

M. G. Hale.

STATE OF OKLAHOMA, } ss.
Tulsa COUNTY.Before me, Wm. Laws Notary Publicin and for said County and State on this 5th day of December, 1908, personally appearedM. G. Hale, a bachelor and _____ to me known to be the identical personwho 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 3/13/1910 1908 Seal Wm. LawsNotary PublicThis instrument was filed for Record on the 7 day of Dec, A. D. 1908, at 8 o'clock A. M., and duly recorded the _____ day of _____ 1908By Seal Deputy. H. B. Walkley Register of Deeds.