TO

1608 - MORTGAGE OF REAL ESTATE.

This Indenture, Made this first day of December A. D. 1905, between Gustave D Pierce unmarried of Tulsa, Tulsa County, in the State of Oklahoma, of the first part, and A. F. Blackburn and E. Stewart of Greenup, Illinois of Tulsa, 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 Twenty five hundred ($2500.00) Dollars, the receipt of which is hereby acknowledged, does by these presents Grant, Bargain, Sell and Convey unto said parties of the second part his heirs and assigns, the following described REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit:

All of lots five (5) and six (6) in block one hundred eight (108) in the City of Tulsa, and in said County and State.

TO HAVE AND TO HOLD THE SAME, unto the said parties 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 Gustave D Pierce has this day executed and delivered his certain two promissory notes in writing to said parties of the second part, described as follows:

$1250.00 (Copy) Tulsa, Oklahoma, December 1st, 1905

June 1st 1909, after date, I promise to pay to the order of E. Stewart of Greenup, Illinois Twelve hundred fifty and no/100 Dollars for value received, negotiable and payable at office of Bank of Commerce, Tulsa, Oklahoma, without defalcation or discount, with interest from date at the rate of 8 per cent per annum until paid, and if interest be not paid annually to become a principal and bear same rate of interest. The drawers and endorsers severally waive presentation for payment, protest and notice of protest, and non payment of this note, and agree that this note may be extended from time to time without notice.

Gustave D. Pierce

Now, if said party of the first part shall pay or cause to be paid to said parties 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 parties of the second part shall be entitled to the possession of said premises. And the said party of the first part for said consideration does 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.

Gustave D Pierce

STATE OF OKLAHOMA, } ss.
Tulsa COUNTY.

Before me, J. Frank Krause a Notary Public in and for said County and State on this first day of December 1905, personally appeared Gustave D Pierce 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 March 17 1907 (Seal)

J. Frank Krause
Notary Public

This instrument was filed for Record on the 7 day of Dec A. D. 1905, at 11:30 o'clock a M., and duly recorded the day of 19

By Deputy. (Seal)

H. G. Walkley
Register of Deeds.

* 1250.00 (Copy) Tulsa, Oklahoma, December 1st, 1905 Twelve hundred fifty and no/100 Dollars. For value received, negotiable and payable at the office of Bank of Commerce, Tulsa, Oklahoma, without defalcation or discount, with interest from date at the rate of 8 per cent per annum until paid, and if interest be not paid annually to become a principal and bear same rate of interest. The drawers and endorsers severally waive presentation for payment, protest and notice of protest, and non payment of this note, and agree that this note may be extended from time to time without notice. June 1st 1909 after date I promise to pay to the order of E. Stewart of Greenup, Illinois Twelve hundred fifty and no/100 Dollars for value received, negotiable and payable at office of Bank of Commerce, Tulsa, Oklahoma, without defalcation or discount, with interest from date at the rate of 8 per cent per annum until paid, and if interest be not paid annually to become a principal and bear same rate of interest. The drawers and endorsers severally waive presentation for payment, protest and notice of protest, and non payment of this note, and agree that this note may be extended from time to time without notice. Gustave D. Pierce