

Cornelia Allen

TO J. B. Bartlett

575

1008-MORTGAGE OF REAL ESTATE

W. F. BARNES & CO., ST. LOUIS, MO.

This Indenture, Made this 7th day of December, 1908, A. D. 1908, between

Cornelia Allen

of Tulsa County, in the State of Oklahoma, of the first part, and

J. B. Bartlett

of 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

One Hundred Dollars

(\$100.00)

Dollars, the receipt of which is hereby acknowledged, do hereby 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 number Three (3), in block number Two (2) in the Turkey Addition to the city of Tulsa.

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

Cornelia Allen

has this day executed and delivered one certain

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

(copy.)
\$100.00

Tulsa Okla. December 7th 1908.
Ninety days after date for value received I, or either of us promise to pay to the order of J. B. Bartlett one hundred dollars at office of payee in Tulsa Oklahoma with interest at the rate of ten per cent per annum from date until paid. The interest if not paid when due to become as principal and bear the same rate of interest and in case this note is collected by an attorney by legal proceedings I agree to pay an additional sum of ten per cent on the amount of this note as attorney's fees.
Cornelia Allen.

Now, if said party 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 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 party of the first part for said consideration does 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 party of the first part has hereunto set her hand the day and year first above written.

Cornelia Allen

STATE OF OKLAHOMA, } ss.
Tulsa COUNTY.

Before me, R. E. Berger, a Notary Public

in and for said County and State on this 7th day of December, 1908, personally appeared

Cornelia Allen

and to me known to be the identical person

who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission expires March 11 1912.

(seal)

R. E. Berger

Notary Public

This instrument was filed for Record on the 7 day of Dec. A. D. 1908, at 11:30 o'clock A. M., and duly recorded the day of 19

By Deputy.

seal

W. F. BARNES & CO.

Register of Deeds.