

1008 MORTGAGE OF REAL ESTATE.

SIO. B. BARRING CO., ST. LOUIS, MO.

This Indenture, Made this 15th day of December, A. D. 1908, between
David Carmichael and Malinda Carmichael husband and wife
of Tulsa County, in the State of Oklahoma, of the first part, and
Margaret H. Gray
of Missouri County, in the State of Oklahoma of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of

One hundred Dollars (\$100.00)

Dollars, the receipt of which is hereby acknowledged,

do by these presents Grant, Bargain, Sell and Convey unto said party of the second part her heirs and assigns, the following described

REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit: Beginning at the North West
Corner of Lot One (1) in Block Eleven (11) at the intersection of the alley and West 6th Street and running
easterly on the Northern line of said Lot One (1) a distance of thirty five (35) feet; thence Southerly
on a line parallel with the easterly line of said Lot One (1) and Lot Two (2) in said Block, a distance of
one hundred forty (140) feet; thence Westerly on a line parallel with the Northern line of Lot One (1) and Lot Two (2) in said Block to the alley
a distance of thirty five (35) feet; thence Northerly on the alley line and parallel to the easterly line of said Lots
One and Two, a distance of one hundred forty feet to point of beginning making a plot of ground one hundred
forty (140) feet by thirty five (35) feet.
TO HAVE AND TO HOLD THE SAME, unto the said party of the second part her 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 David Carmichael and
Malinda Carmichael have this day executed and delivered their certain
promissory note in writing to said party of the second part, described as follows:

One note dated 15th day of December, 1908, due one year after
date, amount one hundred dollars interest ten per cent.

Now, if said party of the first part shall pay or cause to be paid to said party of the second part her 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 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.David Carmichael
Malinda Carmichael

STATE OF OKLAHOMA, } ss.

Tulsa

COUNTY.

Before me, J. A. Pettusa Notary Publicin and for said County and State on this 15th day of December, 1908, personally appeared

David Carmichael and Malinda Carmichael his wife to me known to be the identical person of
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 Sept. 17 1912SealJ. A. PettusNotary Public

This instrument was filed for Record on the 15th day of December, A. D. 1908, at 2 o'clock P. M.,
and duly recorded the 15th day of December, 1908

By Seal Deputy.H. B. Mackley

Register of Deeds.