

1608. MORTGAGE OF REAL ESTATE.

To

This Indenture, Made this 26th day of December A. D. 1908, between
J. L. North and Emma A. North his wife
 of Tulsa, Tulsa County, in the State of Oklahoma, of the first part, and
C. C. Shaw
 of Tulsa, 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
Two thousand five hundred Dollars (\$2,500.00) Dollars, the receipt of which is hereby acknowledged,
 do by these presents Grant, Bargain, Sell and Convey unto said party of the second part his heirs and assigns, the following described
 REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit:
The North 75 feet of Lot One (1) in Block One hundred and Eighty one
(81) in City of Tulsa, according to the recorded plat thereof.

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
J. L. North and Emma A. North have on this day executed and delivered their certain
 promissory note in writing to said party of the second part, described as follows:

Dated at Tulsa, Okla., December 26, 1908, due 90 days after date
with interest from maturity at 8% per annum payable to C. C. Shaw
or order at Farmers National Bank in Tulsa,

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 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.

J. L. North
Emma A. North

STATE OF OKLAHOMA, } ss.

Tulsa COUNTY. Before me, Orville S. Booth a Notary Public
 in and for said County and State on this 26th day of December, 1908, personally appeared
J. L. North and Emma A. North his wife 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

Feb 23 1912 (Seal)

Orville S. Booth
Notary Public

This instrument was filed for Record on the 28th day of Dec A. D. 1908, at 8:50 o'clock A. M.,
 and duly recorded the 28th day of Dec 1908
 By H. B. Mackley Deputy, Register of Deeds.