

1008. MORTGAGE OF REAL ESTATE.

610. B. BARNARD & CO., ST. LOUIS 3

This Indenture, Made this 24th day of December A. D. 1908, between
Jacob W. Dillard, a single man or widower
of Tulsa County, in the State of Oklahoma, of the first part, and
J. B. Woodbury
of 0 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 Twenty five (\$125.00) 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: The south twenty five feet of Lot (3) three & the north twenty five of Lot (4) four all in Block (24) twenty four in the city of Tulsa Okla. being 50 ft. fronting on Franklin Ave. except what is cut off the length of the lot by the M. & T. Railroad right of way.

TO HAVE AND TO HOLD THE SAME, unto the said party of the second part if 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 Jacob W. Dillard has this day executed and delivered a certain promissory note in writing to said party of the second part, described as follows:

Signed by Jacob W. Dillard for \$125.00. Due in six months from date, given to J. B. Woodbury, dated Dec. 24th 1908, with interest @ 10%, from maturity & a reasonable attorney fee in case of suit.

For value received, I acknowledge satisfaction and payment in full of the within mortgage, and same is hereby released.

Signed and acknowledged before me Mar 28 1911
H. C. Walker
Register of Deeds.

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 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 party of the first part has hereunto set his hand the day and year first above written.

Jacob W. Dillard

STATE OF OKLAHOMA, } ss.
Tulsa COUNTY.

Before me, H. A. Earns Notary Public

in and for said County and State on this 24th day of December 1908, personally appeared Jacob W. Dillard, a widower to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that they executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My Commission expires Dec. 14 1911.

(seal)

H. A. Earns
Notary Public

This instrument was filed for Record on the 24 day of Dec. A. D. 1908, at 5:30 o'clock P. M., and duly recorded the 24 day of Dec. 1908

By Real Deputy.

H. C. Walker
Register of Deeds.