

1908 MORTGAGE OF REAL ESTATE.

TO
Real Estate Mortgage

REG. B. BARKINS CO., ST. LOUIS 5

State of Oklahoma }
County of Tulsa }

This Indenture,

Made this 24th day of December A. D. 1908, between

O. R. Howard and Lucy G. Howard, his wife,

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

J. K. Jones, Jr. Trustee
of Washington D. C. County, in the State of Oklahoma, of the second part:

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

Twenty-five Hundred (\$2,500.00) and no/100 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: a part of lots four and five in Block

Eighty-four (84) Original Town, Now City of Tulsa, particularly described as follows: Beginning at a point forty five feet easterly of the Southwest corner of said Block Eighty-four on North line of Second Street, running thence easterly along said line forty five feet, thence northerly and parallel with Frankfort Avenue ninety five feet; thence westerly forty five feet and parallel to South Second Street; thence southerly ninety five feet and parallel with said Frankfort Avenue to point of beginning on said South Second Street. Same being a plot of ground forty five feet by ninety five feet.

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, and warrant the title to the same.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas said

O. R. Howard and Lucy G. Howard, his wife have this day executed and delivered One certain promissory note in writing to said party of the second part, described as follows: for Twenty-five Hundred (\$2,500.00)

Dollars, due one (1) year from date hereof and bearing interest at the rate of Eight (8) per cent per annum from date until paid.

And the first part agree to keep the buildings insured for \$

And the Mortgagors agree to pay a reasonable Attorney's fees on foreclosure.

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 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 parties of the first part have hereunto set their hands the day and year first above written.

O. R. Howard
Lucy G. Howard,

STATE OF OKLAHOMA, } ss.

County of Tulsa }

Before me, Harriett Dismore

Notary Public

in and for said County and State on this 24th day of December 1908, personally appeared

O. R. Howard

and Lucy G. Howard and his wife

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 their free and voluntary act and

deed for the uses and purposes therein set forth. Given under my hand and official seal this 24th day of December A. D. 1908,

My Commission expires Nov 24 1912

Seal

Harriett Dismore

Notary Public

This instrument was filed for Record on the 29 day of Dec A. D. 1908, at 2 o'clock P. M., and duly recorded the day of 19

By Deputy.

Seal

H. B. Hackley

Register of Deeds.