

1908 MORTGAGE OF REAL ESTATE

This Indenture, Made this 24th day of December, A. D. 1908, between  
George H. Roberts and Maggie E. Roberts his wife  
of Tulsa County, in the State of Oklahoma, of the first part, and  
H. H. Forbes  
of Highland, Kansas County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of  
Four thousand & 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:  
The Northwest quarter (1/4) of the South west quarter (1/4) and East one half (1/2) of the  
Southeast quarter (1/4) and the West one half (1/2) of the South East quarter (1/4) of Section  
Sixteen (16) Township Eighteen (18) North Range Fourteen (14) East, Containing  
in all 200 acres more or less.

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 George H. Roberts and  
Maggie E. Roberts his wife have this day executed and delivered their certain  
promissory note in writing to said party of the second part, described as follows: One first Mortgage Real Estate Coupon  
Note, dated Broken Arrow, Oklahoma, December 24, 1908, due five years after date, executed  
for the sum of Four thousand Dollars, together with interest thereon at the rate  
of 8% per annum interest payable annually on the 24th day of December  
each year according to the tenor of five annual coupons dated  
December 24, 1908, for the sum of \$20.00 each both principal and interest  
notes payable at the first National Bank of Broken Arrow, Oklahoma.  
It is further hereby understood and agreed by and between the parties to  
this mortgage, that the parties of the first part may have the privilege  
of paying the sum of \$100 or any multiple thereof upon the prin-  
cipal sum due upon this mortgage, at any interest paying date,

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 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.

George H. Roberts  
Maggie E. Roberts

STATE OF OKLAHOMA. } ss.  
Tulsa COUNTY.

Before me, J. B. Righter Notary Public  
in and for said County and State on this 24th day of December, 1908, personally appeared  
George H. Roberts and Maggie E. Roberts his wife to me known to be the identical persons  
who executed the within and foregoing instrument, and acknowledged to me that they had executed the same as their free and voluntary act and  
deed for the uses and purposes therein set forth.

My Commission expires March 15, 1910

J. B. Righter  
Notary Public

This instrument was filed for Record on the 30 day of Dec, A. D. 1908, at 1 o'clock P. M.,  
and duly recorded the 30 day of Dec, 1908.  
By H. B. Hackley Deputy. Register of Deeds.