

To

1008 MORTGAGE OF REAL ESTATE.

SIO. B. BARRETT & CO., ST. LOUIS 9

This Indenture, Made this 31 day of December A. D. 1908, between Julius A. Wakefield & Margaret L. Wakefield, his wife,
 of Tulsa County, in the State of Oklahoma, of the first part, and
Perry Collins
 of 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 Thirteen Hundred & no/100 (\$1300.00) 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 fifty (50) feet of the south seventy five (75) feet of Lot five (5) Block one hundred & sixty six (166) Tulsa Oklahoma according to government 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 Julius A. Wakefield & Margaret L. Wakefield his wife have this day executed and delivered 1 certain promissory note in writing to said party of the second part, described as follows:

Dated Dec. 31, 1908, for \$1300.00 payable 5 years after date with interest at 6% payable semi-annually, with option of paying \$100.00 or any multiple thereof at any interest payment upon 30 days notice.

First parties agree to keep the buildings on above described premises constantly insured against loss by fire & tornado in sum of not less than \$500.00 loss if any payable to second party as interest may appear at time of loss & policies delivered to said second party.

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 appraisal 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.

Julius A. Wakefield
Margaret L. Wakefield

STATE OF OKLAHOMA, } ss.
Tulsa COUNTY.

Before me, R. E. Berger a Notary Public

in and for said County and State on this 31st day of December 1908, personally appeared

Julius A. Wakefield and Margaret L. Wakefield 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 March 1/1912

(seal)

R. E. Berger
Notary Public

This instrument was filed for Record on the 31 day of Dec. A. D. 1908, at 4:25 o'clock P. M., and duly recorded the 31 day of Dec. 1908

By seal Deputy.

H. C. Seabury
 Register of Deeds.