

1008—MORTGAGE OF REAL ESTATE—

This Indenture, Made this 11th day of January, A. D. 1909, betweenW. H. Hudson and Lela E. Hudson, his wifeof Tulsa County, in the State of Oklahoma, of the first part, andJ. B. Woodburyof Tulsa County, in the State of Oklahoma, of the second part:

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

two hundred seventy(6270-) 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 describedREAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit:Part of lots five and six in block fifty three in the city of Tulsa Okla, described as follows: all of lots five and six in block fifty three in the original townsite of Tulsa Oklahoma, according to the recorded plat thereof excepting that portion of said lots now occupied by the M. H. & J. R. R. Co as a right of wayTO HAVE AND TO HOLD THE SAME, unto the said party of the second part him 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 W. H. Hudson andLela E. Hudson, his wife has this day executed and delivered one certain promissory note in writing to said party of the second part, described as follows:One note for \$270- dated Jan 11th 1909 & payable to J. B. Woodbury or order in 6 mos from date with interest @ 10% from maturity with a reasonable attorney fee in case of suit

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

W. H. Hudson @  
Mrs Lela E. Hudson @

STATE OF OKLAHOMA, }  
Tulsa COUNTY. } ss.Before me, H. W. Earns a Notary Publicin and for said County and State on this 11 day of January, 1909, personally appearedW. H. Hudson and Lela E. Hudson to me known to be the identical personwho 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 Dec. 14 - 1911

H. W. Earns  
Seal

This instrument was filed for Record on the 11 day of Jan, A. D. 1909, at 2:15 o'clock P. M., and duly recorded the 11 day of Jan, 1909.By Seal Deputy.

H. B. Vachey  
 Register of Deeds.

Signed and acknowledged before me

Register of Deeds

Signed and acknowledged before me

Register of Deeds

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

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