

John F. Lawrence &amp; Wife TO The Cherokee Company

1668 - MORTGAGE OF REAL ESTATE

S. S. FARMER &amp; CO., ATTORNEYS

This Indenture, Made this 4th day of January A. D. 1908, between John F. Lawrence & Josephine Lawrence his wife of Tulsa County, in the State of Oklahoma, of the first part, and The Cherokee Company of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1st of the first part, in consideration of the sum of Twelve Hundred Fifty & 00/100 Dollars, the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto said part 2d of the second part its heirs and assigns, the following described REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit: Lot Six (6) Block Four (4) of the Homer addition to Tulsa Creek Nation Indian Territory according to the recorded plat thereon to secure the payment of Twelve Hundred Fifty & 00/100 dollars (\*1250 00)

TO HAVE AND TO HOLD THE SAME, unto the said part 2d of the second part its 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 first parties have on this day executed and delivered their certain promissory note in writing to said part 2d of the second part, described as follows:

One promissory note of even date herewith for the sum of \$1250.00 due Jan. 4, 1910, with interest at six per cent per annum payable semi-annually. Interest to draw 8% interest if not paid when due. If an atty. fee of 10% is action brought on said note or upon the mortgage to secure payment hereof.

Now, if said part 1st of the first part shall pay or cause to be paid to said part 2d of the second part its 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 part 2d of the second part shall be entitled to the possession of said premises. And the said part 1st 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 part 1st of the first part have hereunto set their hands the day and year first above written.

John F. Lawrence  
Josephine Lawrence

STATE OF OKLAHOMA, } ss.

Tulsa COUNTY, } Before me, W. Ward Cornelius a Notary Public in and for said County and State on this 4th day of January 1908, personally appeared John F. Lawrence and Josephine Lawrence his wife 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 Sept 18 1911

(Notarial Seal)

W. Ward Cornelius

This instrument was filed for Record on the 24 day of Jan A. D. 1908, at 5 o'clock P. M., and duly recorded the 24 day of Jan 1908  
By H. C. Walkey Deputy. Register of Deeds.

(Seal)