

Quit Claim Deed.

TO

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11-55 95.

1009-MORTGAGE OF REAL ESTATE

Quit Claim Deed.

This Indenture, Made this 16th day of January in the year A.D. 1908, between Ellis H. Hammett, R.C. Allen and J.C. Pinson doing business as the Cervita Realty Company, County, in the State of Oklahoma, of the first part, and J.S. Bilby,

County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part of the first part, in consideration of the sum of Six Hundred Sixty Dollars, whereof ~~hereby quit claim~~ ~~do~~ ~~by these presents~~ Grant, Bargain, Sell and Convey unto said part of the second part, and to his heirs and assigns, the following described REAL ESTATE, situated in the County of Tulsa, County, and State of Oklahoma, to-wit: The North East Quarter of Section Ten (10), Township Nineteen (19) North Range Fourteen (14) East. It is understood and agreed that the said J.S. Bilby accepts this deed with knowledge of a vendor's lien in favor of Peter and Beiley McKellop for \$1350.00 which sum of \$1350.00 the said J.S. Bilby assumes and agrees to pay.

TO HAVE AND TO HOLD THE SAME, unto the said part of the second part, heirs and assigns, together with all and singular the ~~tenements~~, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, forever. To have and to hold the above granted premises unto the said party of the second part his heirs and assigns forever.

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

16th this day executed and delivered certain

promissory note in writing to said part of the second part, described as follows:

Now, if said part of the first part shall pay or cause to be paid to said part of the second part, 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 of the second part shall be entitled to the possession of said premises. And the said part 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.
Signed, sealed and delivered
in presence of,

Ellis H. Hammett

R.C. Allen

J.C. Pinson

STATE OF OKLAHOMA, } ss.
County of Tulsa County, }
in and for said County and State on this 18th day of January 1908, personally appeared Ellis H. Hammett,

R.C. Allen and J.C. Pinson, to me known to be the identical person(s) 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. *Witness my hand and Notarial seal the day and year above set forth.*

My Commission expires June 25, 1911

G.D. Jenkins

Notary Public

(Notarial Seal)

This instrument was filed for Record on the 25 day of Jan. A.D. 1908, at 9³⁰ o'clock P.M., and duly recorded the 19 day of

By Deputy.

H.C. Walkley,

Register of Deeds.

(Seal)