

## MORTGAGE OF REAL ESTATE.

THIS INDENTURE, Made this 17th, day of May in the year A. D., 1909, between Fred A. Lain, a single man, of Muskogee County, in the State of Oklahoma, of the first part, and Nettie E. Cook of Pittsburgh, in Crawford County, in the State of Kansas, of the second part;

WITNESSETH: That party of the first part, in consideration of the sum of Six Hundred and Fifty Dollars, does by these presents, Grant, Bargain, sell and convey unto said party of the second part, her heirs and assigns, the following described real estate, situate in Tulsa County, and State of Oklahoma, to-wit:

The South West Quarter of the North East Quarter and the North West Quarter of the South East Quarter of Section Nineteen (19), Township Twenty Two (22) North, and Range Thirteen (13) East of the Indian Base and Meridian.

TO HAVE AND TO HOLD THE SAME, unto the said party of the second part, her 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 the express condition, that Whereas, said Fred A. Lain, has this day executed and delivered one certain promissory note in writing to said party of the second part as follows:

\$650.00

Muskogee, Okla., May 17th, 1909.

One Year, without grace,, after date, for value received, I, we, or either of us as principals, promise to pay to Nettie E. Cook of Pittsburgh Kansas or order, Six Hundred and Fifty Dollars, at R. B. Butts office in Muskogee, Oklahoma, with interest at six per cent per annum from date until paid. The makers and endorsers of this Note hereby severally waive presentment of payment, notice of non-payment, protest and notice of protest; and consent that time of payment may be extended with out notice thereof. Appraisement and all extensions waived.

(Signed) Fred A. Lain.

Now if the said party of the first part shall pay or cause to be paid to the said party 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; 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 does hereby expressly waive 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 party of the first part has hereunto set his hand the day and year first above written.

WITNESSES:

Fred A. Lain

R. B. Butts

C. E. McLees

STATE OF OKLAHOMA, )

: SS.

MUSKOGEE COUNTY. )

Before me, Jeff D. Ellis, A Notary Public, in and for said County and State, on this 17th, day of May 1909, personally appeared Fred A. Lain, a single man to me known to be the identical person who executed the within and foregoing instrument