

MORTGAGE OF REAL ESTATE.

THIS INDENTURE, Made this 28th, day of May A. D., 1909, between Thomas E. Scroggy, of Xenia, Ohio, and Kate A. Scroggy, of Tulsa County, in the State of Oklahoma, parties of the first part and James H. McBirney, of Tulsa County, State of Oklahoma, party of the second part.

WITNESSETH: That said parties of the first part in consideration of the transactions hereinafter recited, do by these presents grant, bargain, sell and convey unto the 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 East Twenty Five (25) feet of Lot Sixteen (16) in Block Ninety (90) of the City of Tulsa.

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.

PROVIDE, ALWAYS, and these presents are upon the express condition; that whereas, said party of the second part has executed on behalf of the said parties of the first part, a certain super cedias undertaking as surety in a certain cause pending in the District Court of said County and State, in which Kelly & Wheatly are plaintiffs and the parties of the first part, and one Sidney Stewart are defendants, the amount and obligation of which said undertaking is Twenty Five Hundred (\$2500.00) Dollars.

Now if said parties of the first part shall pay or satisfy said super sedes undertaking 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 the said party of the second part shall become liable to pay the sum of Twenty Five Hundred (\$2500.00)

Dollars or any other sum upon said super sedes undertaking and if the taxes and assessments of every nature which are or may be assessed and levied against said premises and every part thereof are not paid when the same are by law made due and payable, then the said party of the second part shall be entitled to the possession of said premises and shall be entitled to immediately proceed to foreclose this mortgage for the satisfaction of said indebtedness and to indemnify the said party of the second part against any and all liability upon his part upon said super sedes proceeding. And the said parties of the first part, do hereby expressly waive and appraisalment of said real estate and homestead exemptions and stay laws of the State of Oklahoma, and agree to pay the sum of Twenty Five (\$25.00) Dollars and Ten Per cent (10%) of the amount collected upon this mortgage as attorneys fees in case of the foreclosure of this mortgage.

IN WITNESS WHEREOF, the said parties have hereunto set their hands, the day and year first above written.

Thomas E. Scroggy

Kate A. Scroggy

STATE OF OKLAHOMA, TULSA COUNTY.) SS.

Before me, Benjamin C. Conner, a Notary Public, in and for said County and State, on this 28th, day of May 1909, personally appeared Thomas E. Scroggy and Kate A. Scroggy, 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.

Benjamin C. Conner, Notary Public.

(SEAL) My commission expires March 29, 1911.

Filed for record at Tulsa, Okla., May 29, 1909, at 2.40 o'clock P. M.

H. C. Walkley, Register of deeds (SEAL)