

MORTGAGE OF REAL ESTATE

DORSET PRINTING COMPANY, DA. 48, TEXAS

THIS INDENTURE Made this 22<sup>nd</sup> day of January, A.D. 1909, between Agnes Harris a single woman of Tulsa County, in the State of Oklahoma, of the first part, and T. M. Grunwell of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said party of the first part, in consideration of Seventy four and 00/100 Dollars (\$74.00) the receipt of which is hereby acknowledged, do hereby these presents Grant, Bargain, Sell and Convey unto 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 south one half of Lot Four (4) Block twenty one (21) City of Tulsa.

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

DOLLARS

Signed and acknowledged before me

May 2 - 1911

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.

PROVIDED ALWAYS, And these presents are upon this express condition, that whereas said Agnes Harris has on this day executed and delivered one certain promissory note in writing to said party of the second part, described as follows:

\$74.00 Tulsa Okla, 1-22-09. Sixty days after date for value received I promise to pay to the order of T. M. Grunwell seventy four (74.00) dollars at Tulsa Okla, with interest at the rate of eight per cent per annum payable annually from date until paid. The interest if not paid when due to become as principal and bear the same rate of interest and in case this note is collected by an attorney or by legal proceedings I agree to pay an additional sum of ten per cent on the amount of this note as attorney fees.

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 possession of said premises. And the said party of the first part for said consideration does hereby expressly waive an appraisalment 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 her hand the day and year first above written.

State of Oklahoma,

Tulsa County

ss.

BEFORE ME J. T. Miller, a notary Public

in and for said County and State on this 22<sup>nd</sup> day of January, 1909, personally appeared Agnes Harris and a single woman to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as a free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires Nov. 26, 1911

J. T. Miller, Notary Public

## ASSIGNMENT

Know All Men by These Presents:

THAT of County, in the State of Oklahoma, the within named Mortgage in consideration of the sum of and DOLLARS to in hand paid, the receipt whereof is hereby acknowledged, do hereby Sell, Assign, Transfer, Set Over and Convey unto heirs and assigns, the within Mortgage Deed, the real estate conveyed, and the promissory note, debts and claims thereby secured, and covenants therein contained.

TO HAVE AND TO HOLD The same, forever, subject, nevertheless, to the conditions therein contained.

IN WITNESS WHEREOF, The said Mortgagee has hereunto set hand this day of 19

EXECUTED IN PRESENCE OF

State of Oklahoma,

County

ss.

This Assignment was filed for record on the day of A.D. 19 at o'clock M.

and duly recorded in Book on page Fee, \$

\$ 19

Register of Deeds.

## RECEIPT.

RECEIVED OF the within named Mortgagor the sum of and DOLLARS in full satisfaction of the within Mortgage.

FILED FOR RECORD On the 25 day of Jan, A.D. 1909 at 11 o'clock A.M.

Real

Register of Deeds.