

MORTGAGE OF REAL ESTATE

DORSEY CHASE COMPANY, DEED BOOK

THIS INDENTURE Made this 25th day of January A.D. 1909, between Frank C. Chesley & Jennie C. Chesley his wife of Tulsa County, in the State of Oklahoma, of the first part, and M. H. Butts of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of Twelve hundred and fifty Dollars (\$1250.00) the receipt of which is hereby acknowledged, do hereby 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:

Lot two (2) Block three (3) Friend & Co. addition to the City of Tulsa.

For value received, acknowledged satisfaction and payment in full of the within mortgage DOLLARS

Signed and acknowledged before me ap 9-1909

Register of Deeds

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 Frank C. Chesley & Jennie C. Chesley ha. 25th this day executed and delivered two certain promissory notes, in writing to said party of the second part, described as follows:

Tulsa Okla. 1/25/1909

625. Twelve Months after date for value received, one or either of us promise to pay to the order of M. H. Butts six hundred and twenty five and no/100 Dollars, as principal, with interest at the rate of six 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 we agree to pay an additional sum of ten per cent on the amount of this note as a lawyers fee. Tulsa Okla. 1/25/1909

Six months after date for value received, one or either of us promise to pay to the order of M. H. Butts six hundred and twenty five and no/100 Dollars, as principal, with interest at the rate of six 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 we agree to pay an additional sum of ten per cent on the amount of this note as a lawyers fee.

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 notes 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 parties of the first part for said consideration do hereby expressly waive an appraisal 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 ha. their hereunto set their hands the day and year first above written.

Frank C. Chesley
Jennie C. Chesley

State of Oklahoma,

Tulsa County ss.

BEFORE ME J. T. Miller a Notary Public

in and for said County and State on this 25th day of January 1909, personally appeared Frank C. Chesley and Jennie C. Chesley 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 Nov. 26th 1911.

Chesley

J. T. Miller

ASSIGNMENT

Know All Men by These Presents:

THAT Frank C. Chesley & Jennie C. Chesley of Tulsa County, in the State of Oklahoma, the within named Mortgage in consideration of the sum of Twelve hundred and fifty Dollars to him in hand paid, the receipt whereof is hereby acknowledged, do hereby Sell, Assign, Transfer, Set Over and Convey unto his 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 ha. his hereunto set his hand this 29th day of Jan 1909.

EXECUTED IN PRESENCE OF

State of Oklahoma,

Tulsa County ss.

This Assignment was filed for record on the 29th day of Jan A.D. 1909 at 4:30 o'clock P.M.,

and duly recorded in Book 112 on page 112 Fee, \$ 1.00

\$ 1.00 Register of Deeds,

RECEIPT.

RECEIVED OF Frank C. Chesley & Jennie C. Chesley the within named Mortgagor the sum of Twelve hundred and fifty Dollars, in full satisfaction of the within Mortgage.

FILED FOR RECORD On the 29th day of Jan A.D. 1909 at 4:30 o'clock P.M.

Chesley

H. B. Wakley

Register of Deeds,