

Second

MORTGAGE OF REAL ESTATE

MORSEY Printing Company, Da. 4-2513

THIS INDENTURE Made this 3rd day of February, A.D. 1929, between J. H. Person of Muskogee County, in the State of Oklahoma, of the first part, and J. A. McEster of Tahlequah County, in the State of Oklahoma, of the second part:

WITNESSETH, That said party of the first part, in consideration of the sum of One Hundred and fifty five Dollars (\$ 155.00) the receipt of which is hereby acknowledged, does by 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:

Northwest quarter of northwest quarter and northeast quarter of northwest
quarter of northwest quarter of section (24) township 20 north, Range
13 east

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 John R. Pearson
has this day executed and delivered a certain promissory note in writing to said party of the second part, described as follows:

1817.5 Muskegon, Mich. Oct. 3, 1909. Sixty days after date, for value received, I, J. W. G. either of us, jointly or severally, giving grace and protection, promise to pay the order of J. R. M. Charter at Tadjigwah, Mich., the sum of One hundred ninety four Dollars, with interest from date, at the rate of five per cent. per annum, payable annually, until paid. The interest if not paid annually, to become as principal and bear the same rate of interest, and in case this note is placed in the hands of an attorney for collection it is agreed that ten per cent. additional will be paid as attorney fee for the collection of the same. This interest, principal and charges, nevertheless, are payment for payment, protest and notice of protest hereof for now payment of this note, and consent that time of payment may be extended without notice.

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 possession of said premises. And the said part..... of the first part for said consideration do.....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 his hand the day and year first above written.

A. P. Person

State of Oklahoma, |

Muskogee County

BEFORE ME

a notary Public!
H. A. D.

in and for said County and State on this 2nd day of February, 1909, personally appeared W. H. Person and to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires... 31st Jan'y..... 1911.

Seal,

Percival Adams

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 ha hereunto set hand this day of 19

EXECUTED IN PRESENCE OF

State of Oklahoma, |

County

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, \$ _____

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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 9 day of Feb A.D. 1909 at ✓ o'clock a.M.

Seal.

H. C. Walker **Regis**

Register of Deeds.