

Smith
(East Lynn add.)
8-18-57

MORTGAGE OF REAL ESTATE

DORSEY Printing Company, De Mo, Texas

THIS INDENTURE Made this 20th day of February, A.D. 1909, between Albert A. Small of Tulsa County, in the State of Oklahoma, of the first part, and David M. Hedge of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part of of the first part, in consideration of seven thousand two hundred eighty six Dollars (\$7286.00.) the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto said part of of the second part his heirs and assigns, the following described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

all of Lot eleven (11) in the southwest (SW) quarter of section six (6) Township 12 North Range 13 East except that portion described as follows, Beginning eight hundred eighty six (886) feet east of the northeast corner of said lot eleven (11) thence south two hundred ninety (290) feet thence south four hundred fifty one (451) feet thence west two hundred ninety (290) feet thence north four hundred fifty one (451) feet to point of beginning. DOLLARS

TO HAVE AND TO HOLD The same unto the said part of 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 Albert A. Small has on this day executed and delivered two certain promissory notes in writing to said part of of the second part, described as follows:

Two notes dated February 20, 1909 in the sum of three thousand six hundred forty three (\$3,643) dollars each. One on or before six months after date and one on or before twelve months after date respectively with interest at seven (7) per cent. per annum until paid. These notes are given for a portion of the purchase price of said land. Grantor agrees when called to release any block of ground from this mortgage upon payment of proportionate share of the whole sum plus ten per cent.

Now if said part of of the first part shall pay or cause to be paid to said part of 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 all 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 are 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 of the second part shall be entitled to possession of said premises. And the said part of 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.

WITNESS WHEREOF, The said part of of the first part has hereunto set his hand the day and year first above written.

Albert A. Small

State of Oklahoma,
Tulsa County ss.

BEFORE ME, Benjamin C. Conner, a Notary Public in and for said County and State on this 20th day of February, 1909, personally appeared Albert A. Small and David M. Hedge 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 March 29, 1911

ASSIGNMENT

Know All Men by These Presents:

THAT Albert A. Small of Tulsa County, in the State of Oklahoma, the within named Mortgagee in consideration of the sum of seven thousand two hundred eighty six Dollars to David M. Hedge in hand paid, the receipt whereof is hereby acknowledged, do hereby Sell, Assign, Transfer, Set Over and Convey unto David M. Hedge 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 his hand this 20th day of February, 1909.

EXECUTED IN PRESENCE OF

State of Oklahoma,
Tulsa County ss.

This Assignment was filed for record on the 20th day of February, A.D. 1909 at 4:00 o'clock P.M., and duly recorded in Book 100 on page 100 Fee, \$1.00

Register of Deeds.

RECEIPT.

RECEIVED OF David M. Hedge the within named Mortgagor the sum of seven thousand two hundred eighty six Dollars, in full satisfaction of the within Mortgage.

FILED FOR RECORD On the 20th day of Feb, A.D. 1909 at 4:00 o'clock P.M.

David M. Hedge

H. B. Walkley

Register of Deeds.

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