

COMPARED

July 55

157

MORTGAGE OF REAL ESTATE

DOES NOT PRINT COMPANY, D.C. or Texas

THIS INDENTURE Made this 25th day of February A.D. 1909, between J. Johnson (same person as Jay Johnson) of Tulsa County, in the State of Oklahoma, of the first part, and T. D. Evans of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1st of the first part, in consideration of the sum of \$400.00 four hundred & no Dollars (\$400.00) the receipt of which is hereby acknowledged, do hereby presents Grant, Bargain, Sell and Convey unto said part 2nd of the second part his heirs and assigns, the following described Real Estate, situated in 0 County, and State of Oklahoma, to-wit:

The northeast quarter of the northeast quarter (NE 1/4 NE 1/4) of section twenty (20), township twenty (20) north, range thirteen (13) east. I acknowledge satisfaction and payment in full of the no DOLLARS within mortgage, and same is hereby released.

Signed and acknowledged before me aug 24 - 09
H. C. Wacker

TO HAVE AND TO HOLD The same unto the said part 2nd 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 J. Johnson has this day executed and delivered his certain promissory note in writing to said part 2nd of the second part, described as follows:
One note for \$400.00 dated February 25th 1909 due on or before February 25th 1910 payable to T. D. Evans at Marshalltown State Bank, Marshalltown, Iowa and bearing 8% interest. Signed by J. Johnson.
This note may be paid any time with interest only to time of payment. First party agrees to pay all taxes and assessments made against said land as they become due.

Now, if said part 1st of the first part shall pay or cause to be paid to said part 2nd 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 part 2nd of the second part shall be entitled to possession of said premises. And the said part 1st 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 part 1st of the first part has hereunto set his hand, the day and year first above written.
Signature and mark witnessed by,
C. S. Booth
Frank Johnson
E. E. Robison
J. Johnson
The above signature of J. Johnson (same person as Jay Johnson) was written by me in his presence and at his request and he applied the mark thereto.
C. S. Booth

State of Oklahoma, Tulsa County ss. BEFORE ME, the undersigned, notary Public in and for said County and State on this 25th day of February 1909, personally appeared J. Johnson (same person as Jay Johnson) 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. Witness my hand and official seal the day and year above written.
My commission expires Feb. 23 1912.
Cecil S. Booth, notary Public

ASSIGNMENT

Know All Men by These Presents:
THAT 0 of 0 County, in the State of Oklahoma, the within named Mortgage in consideration of the sum of 0 and 0 DOLLARS to 0 in hand paid, the receipt whereof is hereby acknowledged, do hereby Sell, Assign, Transfer, Set Over and Convey unto 0 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 0 hand this 0 day of 0 1909

EXECUTED IN PRESENCE OF

State of Oklahoma, 0 County ss. This Assignment was filed for record on the 0 day of 0 A.D. 1909 at 0 o'clock 0 M. and duly recorded in Book 0 on page 0 Fee, \$ 0
\$ 0 1909 Register of Deeds

RECEIPT.

RECEIVED OF 0 the within named Mortgagor the sum of 0 and 0 DOLLARS, in full satisfaction of the within Mortgage.

FILED FOR RECORD On the 25 day of Feb. A.D. 1909 at 1:50 o'clock P. M.
H. C. Wacker
real Register of Deeds