

COMPARED

MORTGAGE OF REAL ESTATE

DORSEY Printing Company, De So, Texas

THIS INDENTURE Made this 6 day of March A.D. 1909, between Ella Shaw Moore (nee Shaw) <sup>husband</sup> of Muskogee County, in the State of Oklahoma, of the first part, and Adm. Laws of Tulsa County, in the State of Oklahoma, of the second part;

WITNESSETH, That said part 1st of the first part, in consideration of two hundred ninety five and 00/100 Dollars (\$295.00) the receipt of which is hereby acknowledged, do by these 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 Tulsa County, and State of Oklahoma, to-wit:

The southwest quarter of the northeast quarter of Section thirty four (34) Township eighteen (18) north, range fourteen (14) east of the Indian base and Meridian, containing forty (40) acres, more or less. DOLLARS

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 Ella Shaw Moore <sup>nee Shaw</sup> Adm. Laws ha 2nd this day executed and delivered one certain promissory note in writing to said part 2nd of the second part, described as follows:

Dated at Broken Arrow, Okla., March 6, 1909, for \$295.00 due March 6, 1910, payable at Arkansas Valley State Bank, Broken Arrow, Oklahoma with interest after maturity at ten percent per annum.

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 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 part 1st of the first part ha 2nd hereunto set their hand the day and year first above written.

Ella Shaw Moore (nee Shaw)  
Adm. Laws

State of Oklahoma,  
Tulsa County } ss.

BEFORE ME W. L. Bailey a Notary Public

in and for said County and State on this 6th day of March 1909, personally appeared Ella Shaw Moore (nee Shaw) and Adm. Laws <sup>her husband</sup> 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 June 3rd 1910

#### ASSIGNMENT

Know All Men by These Presents:

THAT Adm. Laws of Tulsa County, in the State of Oklahoma, the within named Mortgagee in consideration of the sum of two hundred ninety five and 00/100 Dollars to Ella Shaw Moore 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 hereunto set his hand this 6th day of March 1909

EXECUTED IN PRESENCE OF

State of Oklahoma,  
Tulsa County } ss.

This Assignment was filed for record on the 6th day of March A.D. 1909 at 10 o'clock A.M., and duly recorded in Book 100 on page 100 Fee, \$ 1.00 Register of Deeds

#### RECEIPT.

RECEIVED OF Adm. Laws the within named Mortgagor the sum of two hundred ninety five and 00/100 Dollars in full satisfaction of the within Mortgage.

FILED FOR RECORD On the 7th day of Mar A.D. 1909 at 10 o'clock A.M.

Seal

W. L. Bailey

Register of Deeds.