

COMPARED

MORTGAGE OF REAL ESTATE

DORSEY Printing Company, Dallas, Texas

THIS INDENTURE Made this 12th day of March A.D. 1909, between Jennie B. Davis, nee Williams & John W. Davis, her husband of Tulsa County, in the State of Oklahoma, of the first part, and Byrus L. Lacey of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said party of the first part, in consideration of forty eight \$48.00 Dollars (\$48.00) the receipt of which is hereby acknowledged, do 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:

The east half of the southeast quarter of section 16 (16) township 22 north and (21) north range 13 east, containing eighty (80) acres, more or less according to the United States Government Survey thereof. his DOLLARS

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 Jennie B. Davis, nee Williams & John W. Davis, her husband have this day executed and delivered and certain promissory note in writing to said party of the second part, described as follows:

Note dated March 12, 1909, due one year from date amount \$48.00 interest ten per cent from date.

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 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 of 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 party 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 have hereunto set their hands the day and year first above written.

Jennie B. Davis
John W. Davis

State of Oklahoma,
Rogers County ss.

BEFORE ME

George L. Hicks, a Notary Public in and for said County and State on this 12th day of March 1909, personally appeared Jennie B. Davis, nee Williams and John W. Davis, her husband 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 5th 1911

ASSIGNMENT

Know All Men by These Presents:

THAT George L. Hicks of Tulsa County, in the State of Oklahoma, the within named Mortgagee in consideration of the sum of forty eight \$48.00 Dollars to Byrus L. Lacey 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 12th day of March 1909

EXECUTED IN PRESENCE OF

State of Oklahoma,
Rogers County ss.

This Assignment was filed for record on the 12th day of March A.D. 1909 at 2 o'clock P.M., and duly recorded in Book 19 on page 19 Fee, \$ 1.00

Register of Deeds.

RECEIPT.

RECEIVED OF George L. Hicks the within named Mortgagor the sum of forty eight \$48.00 Dollars, in full satisfaction of the within Mortgage.

FILED FOR RECORD On the 12th day of March A.D. 1909 at 2 o'clock P.M.

Seal

H. B. Walkley

Register of Deeds.