

MORTGAGE OF REAL ESTATE

DORSEY Printing Company, De. Co., Texas

THIS INDENTURE Made this 27th day of March A.D. 1909, between Maurice A. O'Vinna & Etta M. O'Vinna of Tulsa County, in the State of Oklahoma, of the first part, and L. B. Woodbury of — County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part of the first part, in consideration of Five hundred Dollars (\$ 500.00) the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto said part y of the second part his heirs and assigns, the following described Real Estate, situated in — County, and State of Oklahoma, to-wit:

all of lots five (5) and six (6) in Block one (1) in Candy Heights Addition to the City of Tulsa Okla. according to the recorded plat thereof

— DOLLARS

TO HAVE AND TO HOLD The same unto the said part y 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 Maurice A. O'Vinna & Etta M. O'Vinna have this day executed and delivered to certain promissory note in writing to said part y of the second part, described as follows:

Six notes for \$100.00 each, all dated March 27th 1909 & due the first of each consecutive month thereafter except April 1st 1909 - with interest from maturity @ 10% per annum together with 10% for attorney fees in case of suit

Now, if said part of the first part shall pay or cause to be paid to said part y 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 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 part of the first part have hereunto set their hands the day and year first above written.

Maurice A. O'Vinna  
Etta M. O'Vinna

State of Oklahoma,  
Tulsa County } ss.

BEFORE ME L. O'Neal a Notary Public

in and for said County and State on this 26th day of March 1909, personally appeared Maurice A. O'Vinna and Etta M. O'Vinna 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 15th 1910

Seal

L. O'Neal  
Notary Public

#### 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 } ss.

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, \$ —

\$ — 19— 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 27 day of March A.D. 1909 at 9:45 o'clock a.m.

Seal

H. B. Wadley

Register of Deeds.