

COMPALED

MORTGAGE OF REAL ESTATE

DORSET Printing Company, Dallas, Texas

THIS INDENTURE Made this 9 day of April 17th A.D. 1909, between Jesse P. Warren, a single man of Tulsa County, in the State of Oklahoma, of the first part, and Roads & Porter Lumber Co. of Tulsa, a corporation County, in the State of Oklahoma, of the second part:

WITNESSETH, That said party of the first part, in consideration of One hundred & sixty nine 75/100 Dollars (\$169.75) the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto said party of the second part its successors heirs and assigns, the following described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

Lots 1 & 2 in Block 3 Oakdale Sub Addition to the City of Tulsa, Oklahoma, according to the official plat running thereby.

DOLLARS

TO HAVE AND TO HOLD The same unto the said party of the second part its successors 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 Jesse P. Warren has on this day executed and delivered his certain promissory note in writing to said party of the second part, described as follows:

I note dated April 17th 1909 for \$169.75 due six months from date, bearing interest at the rate of 8% from date until paid.

Now, if said party of the first part shall pay or cause to be paid to said party of the second part its 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 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 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 party of the first part has hereunto set his hand the day and year first above written.

Jesse P. Warren

State of Oklahoma,

ss.

Tulsa County } BEFORE ME D. C. Rose a Notary Public
in and for said County and State on this 17th day of April, 1909, personally appeared Jesse P. Warren,
and he 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.
(seal)
My commission expires July 7th 1911. D. C. Rose, Notary Public

ASSIGNMENT

Know All Men by These Presents:

THAT Jesse P. Warren of Tulsa County, in the State of Oklahoma, the within named Mortgagee in consideration of the sum of One hundred & sixty nine 75/100 Dollars to him in hand paid, the receipt whereof is hereby acknowledged, do hereby Sell, Assign, Transfer, Set Over and Convey unto its 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 17 day of April, 1909.

EXECUTED IN PRESENCE OF

State of Oklahoma,

ss.

Tulsa County } This Assignment was filed for record on the 17 day of April, A.D. 1909 at 11 o'clock A. M.,
and duly recorded in Book 1125 on page 1125 Fee, \$ 1.00
\$ 1.00 Register of Deeds.

RECEIPT.

RECEIVED OF Jesse P. Warren the within named Mortgagor the sum of One hundred & sixty nine 75/100 Dollars, in full satisfaction of the within Mortgage.

FILED FOR RECORD On the 17 day of April, A.D. 1909 at 11 o'clock A. M.

(seal) H. C. Dalkay

Register of Deeds.