

## MORTGAGE OF REAL ESTATE

**DORSEY Printing Company, Dallas, Texas**

THIS INDENTURE Made this twenty-first day of April, A.D. 1917, between William C. Ellingwood <sup>husband of Charles L. Brown</sup> <sup>and</sup> Mariet D. Ellingwood <sup>his wife</sup> of Tulsa County, in the State of Oklahoma, of the first part, and Henry C. F. Brown of Jackson County, in the State of Missouri of the second part:

WITNESSETH, That said part <sup>1</sup> of the first part, in consideration of ~~the sum of~~ One thousand and no/100 Dollars (\$1,000.00) the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto said part of the second part his heirs and assigns, the following described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

West half of Northeast quarter of South east quarter <sup>1/4</sup> of southwest quarter of northeast quarter <sup>1/4</sup> of east half of northeast  
 quarter of northwest quarter <sup>1/4</sup> of northwest quarter of southeast quarter of northwest quarter of section sixteen  
 (16) Southeast quarter of northeast quarter of section twenty (20) Southwest quarter of northwest quarter of section  
 and east half of southwest quarter and north half of southwest quarter of southeast quarter <sup>1/4</sup> of west half  
 of southwest quarter of northeast quarter <sup>1/4</sup> of southwest quarter of northwest quarter of northeast quarter  
 of section twenty and (21) all of said land lying and being in township twenty two (22) and 3d. range  
 thirteen (13) east of the Indian meridian

TO HAVE AND TO HOLD The same unto the said part 4 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. Witness my hand and seal the 10th day of November 1887.

PROVIDED ALWAYS, And these presents are upon this express condition, that whereas said Charles W. Huggins and Edith Huggins of the County of Cherokee, State of Oklahoma, do hereby certify that they have this day executed and delivered to James H. Huggins certain promissory note... in writing to said party of the second part, described as follows: this being a true and correct copy thereof, to wit: \$1,000.00 Kansas City, Mo., April 2-1-1909. Three years after date for value received, we promise to pay to the order of Henry C. Brewer, One Thousand and No. Dollars, as Fidelity Trust Company, Kansas City, Missouri, with interest after date at the rate of eight (8) per cent per annum, payable semi-annually, unpaid interest and principal to bear interest at the rate of twelve (12) per cent per annum after maturity until paid. The payment of this note is secured by a mortgage of our date herewith on real estate in the County of Tulsa, State of Oklahoma

Now, if said part 1/2 of the first part shall pay or cause to be paid to said part 1/2 of the second part John 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 1/2 of the second part shall be entitled to possession of said premises. And the said part 1/2 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 *ies* of the first part have hereunto set *their* hands the day and year first above written.

Hiram E. Ellingwood,  
 Harriet L. Ellingwood,  
 Chas. L. Brown,  
 Pearl Brown.

State of Oklahoma,

Tulsa County ss. BEFORE ME Robert E. Lynch, a Notary Public  
in and for said County and State on this 1<sup>st</sup> day of April 1929, personally appeared Wiram E. Ellingwood  
and Harriet E. Ellingwood to me known to be the identical person 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 July 2<sup>nd</sup> 1930 Robert E. Lynch 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 28 day of April A.D. 1919 at 8 o'clock A.M.

Seal. H.C. Wackley, Register of Deeds,