

COMPARISON

MORTGAGE OF REAL ESTATE

DORSEY PAPER COMPANY, DIV. 1, 203

THIS INDENTURE Made this 1st day of May A.D. 1909, between P. H. Brennan & Pauline Brennan, his wife,
of Tulsa County, in the State of Oklahoma, of the first part, and Frances E. M. Elroy
of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 2 of the first part, in consideration of Fifteen Hundred Dollars (\$ 15.00.00) the receipt of which is hereby acknowledged, do sell by these presents Grant, Bargain, Sell and Convey unto said part 4 of the second part her heirs and assigns, the following described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

All of Lot No. three (3) and the south one half (1/2) of Lot No. two (2) in Block
 No. two hundred three (293) in the town of Tulsa, according to the official
 plat and survey thereof

DOLLARS

TO HAVE AND TO HOLD The same unto the said party of the second part heirs 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 John P. Brennan & Co. Inc. have this day executed and delivered two certain promissory notes in writing to said party of the second part, described as follows:

One promissory note of even date for \$500.00 due in fifty days from date with interest at 6% per annum.

One promissory note bearing even date for \$1,000.00 due in one year from date with interest at 6% per annum.

Now, if said part 1/4 of the first part shall pay or cause to be paid to said part 1/4 of the second part then 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 1/4 of the second part shall be entitled to possession of said premises. And the said part 1/4 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 parties of the first part have hereunto set their hands the day and year first above written.

State of Oklahoma, } ss. *- the undersigned*
Tulsa County }
 BEFORE ME, *W. C. Rose*, a Notary Public
 in and for said County and State on this *1st* day of *May*, 19*09*, personally appeared *P. H. Brennan*
 and *P. H. Brennan* to me known to be the identical person ~~s~~ who executed the within and foregoing instrument, and
 acknowledged to me that ~~they had~~ executed the same as ~~their~~ free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires July 1911

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.

IN WITNESS WHEREOF, The said Mortgagee, ha. hereunto set. hand this day of 19

EXECUTED IN PRESENCE OF

State of Oklahoma, } ss. This Assignment was filed for record on the day of A.D. 19..... at o'clock M.,
County }
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 6 day of May A.D. 1909 at 4²⁰ o'clock P.M.

Register of Deeds.