

MORTGAGE OF REAL ESTATE

DORSET Printing Company, Inc., Tulsa

THIS INDENTURE Made this 5th day of May A.D. 1909, between W.S. Pease of Tulsa County, in the State of Oklahoma of the first part, and Guy McKensie of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said party of the first part, in consideration of Three hundred and thirty eight Dollars (\$338.00) 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 south forty (40) feet of Lot no. One (1) and the north ten (10) feet of Lot no. Two (2) Block no. Three (3), North Tulsa, Addition as more fully appears on the recorded plat thereof. 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 W.S. Pease has ~~at~~ this day executed and delivered his certain promissory note in writing to said party of the second part, described as follows:

\$338.00, Tulsa Oklahoma May 5th 1909.
Six months after date I promise to pay to the order of
Guy McKensie, Three hundred and thirty eight dollars at Tulsa
Okl., with interest at the rate of 8% per annum from date
value received.

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 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 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 has hereunto set his hand, the day and year first above written.

W.S. Pease

State of Oklahoma,

Tulsa County ss.

BEFORE ME

Chas. J. Renter, a notary Public,

in and for said County and State on this 5th day of May 1909 personally appeared W.S. Pease

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.

My commission expires Dec. 10th 1911.

Chas. J. Renter, notary Public.

ASSIGNMENT

Know All Men by These Presents:

THAT W.S. Pease of Tulsa County, in the State of Oklahoma, the within named Mortgagee in consideration of the sum of Three hundred and thirty eight DOLLARS to him 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 has hereunto set his hand this 5th day of May 1909

EXECUTED IN PRESENCE OF

State of Oklahoma,

Tulsa County ss.

This Assignment was filed for record on the 5th day of May A.D. 1909 at 3¹⁵ o'clock P.M.,

and duly recorded in Book 11 on page 11 Fee, \$ 1.00

\$ 1.00 1909 Register of Deeds.

RECEIPT.

RECEIVED OF W.S. Pease the within named Mortgagor the sum of Three hundred and thirty eight DOLLARS, in full satisfaction of the within Mortgage.

FILED FOR RECORD On the 5th day of May A.D. 1909 at 3¹⁵ o'clock P.M.

(real) Hedrick

Register of Deeds.