

MORTGAGE OF REAL ESTATE

DORSEY Printing Company, De Mo, Texas

(Filed)

THIS INDENTURE Made this 5th day of May A.D. 1909, between J. L. Donahoe of Logan County, in the State of Oklahoma, of the first part, and J. L. Donahoe and J. Donahoe of May County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part of of the first part, in consideration of the sum of four hundred thirty five Dollars (\$435.00) the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto said part of of the second part their heirs and assigns, the following described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

The Northwest quarter (N.W. 1/4) of the northeast quarter (N.E. 1/4) of the southeast quarter (S.E. 1/4) and the east half (E. 1/2) of the northwest quarter (N.W. 1/4) of the northeast quarter (N.E. 1/4) of the southeast quarter (S.E. 1/4) of section seven (7) township twenty (20) north of range fourteen (14) east of Indian Meridian and the northwest quarter (N.W. 1/4) of the southeast quarter (S.E. 1/4) of the southeast quarter (S.E. 1/4) of section 15 township 20 north of range 14 east of the S.M. containing 2.5 acres according to the Government survey.

TO HAVE AND TO HOLD The same unto the said part of of the second part 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 J. L. Donahoe grantor has at this day executed and delivered one certain promissory note, in writing to said part of of the second part, described as follows:

one year from date, with interest at the rate of 8 per cent per annum, payable annually. The part of the first part, hereinafter to keep the mortgage insured for \$1000. And in case that papers for foreclosure are filed, the party of the first part agrees to pay a reasonable attorney fee of \$25.00

Now, if said part of of the first part shall pay or cause to be paid to said part of of the second part the 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 of the second part shall be entitled to possession of said premises. And the said part of 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 of of the first part has hereunto set hand the day and year first above written.

State of Oklahoma,

ss.

BEFORE ME

in and for said County and State on this 5th day of May 1909, personally appeared J. L. Donahoe and J. Donahoe 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 free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires 19

ASSIGNMENT

Know All Men by These Presents:

THAT J. L. Donahoe of Logan County, in the State of Oklahoma, the within named Mortgagee in consideration of the sum of 435.00 and 435.00 DOLLARS to J. L. Donahoe and J. Donahoe in hand paid, the receipt whereof is hereby acknowledged, do hereby Sell, Assign, Transfer, Set Over and Convey unto their 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 hand this 5th day of May 1909

EXECUTED IN PRESENCE OF

State of Oklahoma,

ss.

Logan County This Assignment was filed for record on the 5th day of May A.D. 1909 at 10 o'clock A. M., and duly recorded in Book 100 on page 100 Fee, \$1.00

\$1.00

Register of Deeds.

RECEIPT.

RECEIVED OF J. L. Donahoe and J. Donahoe the within named Mortgagor the sum of 435.00 and 435.00 DOLLARS, in full satisfaction of the within Mortgage.

FILED FOR RECORD On the 5th day of May A.D. 1909 at 10 o'clock A. M.

Register of Deeds.