

COMPARED

MORTGAGE OF REAL ESTATE

HORSEY Printing Company, DE AL TEXAS

THIS INDENTURE Made this 10th day of May A.D. 1909, between H. T. Jones and M. A. Jones
 of Tulsa County, in the State of Oklahoma, of the first part, and James P. Lloyd
 of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1 of the first part, in consideration of Six Hundred \$600.00 Dollars (\$.....) the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto said part 4 of the second part his heirs and assigns, the following described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

E 2 of NE 1/4 of NW 1 and S 2 of NW 1 of NE 1 Section 17 Township 20 N R 13 E containing 40 acres more or less together with all the improvements thereon or to be hereafter placed thereon by DOLLARS
first parties a portion of the allotment of Mary L Childers
enrolled as Mary L Childers

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.

PROVIDED ALWAYS, And these presents are upon this express condition, that whereas said H. T. Jones and M. A. Jones have this day executed and delivered one certain promissory note in writing to said part 4 of the second part, described as follows:

\$600.00 Tulsa Oklahoma May 10th 1909
One year after date for value received one or either of us as
principals promising to pay to the order of James P. Lloyd
Six Hundred (\$600.00) dollars at the central national bank of Tulsa
Okl. with interest at eight per cent per annum after date until paid
the principal and interest thereon generally in advance of time to be
paid by us - payee and hereby agree that this note may be assigned to any
person without notice and without impairment of any obligation upon the part of said party
on whom this note is payable to pay a reasonable attorney's fee for
collection hereof.

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

H. T. Jones
M. A. Jones

State of Oklahoma,

Tulsa County ss. BEFORE ME C. D. Croggshall a notary public
 in and for said County and State on this 10 day of May 1909, personally appeared H. T. Jones and M. A. Jones
and 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 April 14th 1909 see C. D. Croggshall

ASSIGNMENT

Know All Men by These Presents:

THAT James P. Lloyd of Tulsa County, in the State of Oklahoma, the within named Mortgagee in consideration of the sum of 600.00 and 600.00 DOLLARS to James P. Lloyd in hand paid, the receipt whereof is hereby acknowledged, do hereby Sell, Assign, Transfer, Set Over and Convey unto James P. Lloyd 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 James P. Lloyd has hereunto set his hand this 10 day of May 1909.

EXECUTED IN PRESENCE OF

State of Oklahoma,

Tulsa County ss. This Assignment was filed for record on the 10 day of May A.D. 1909 at 4 o'clock P. M., and duly recorded in Book 11 on page 11 Fee, \$1.00 Register of Deeds.

RECEIPT.

RECEIVED OF James P. Lloyd the within named Mortgagor the sum of 600.00 and 600.00 DOLLARS, in full satisfaction of the within Mortgage.

FILED FOR RECORD On the 10th day of May A.D. 1909 at 4 o'clock P. M.

Heckley
seal Register of Deeds.