

MORTGAGE OF REAL ESTATE

DORSEY Printing Company, De. La. Texas

THIS INDENTURE Made this 7th day of May A.D. 1909, between Charles T. Spear and Ruth Maynime Spear of City of Tulsa County, in the State of Oklahoma, of the first part, and P. J. Hurley of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1 of the first part, in consideration of one hundred forty six Dollars (\$ 146.00) the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto said part 2 of the second part his heirs and assigns, the following described Real Estate, situated in Tulsa County, and State of Oklahoma, to wit:

Lot 7, Block 11, Over addition to the City of Tulsa, Oklahoma, according to amended plat thereof. DOLLARS

TO HAVE AND TO HOLD The same unto the said part 2 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 Charles T. Spear and Ruth Maynime Spear have this day executed and delivered eight certain promissory notes in writing to said part 1 of the second part, described as follows:

Note	Amount	Term
1	\$100.00	8 months
1	\$100.00	8 months
1	\$100.00	8 months
1	\$100.00	8 months
1	\$100.00	8 months
1	\$100.00	8 months
1	\$100.00	8 months
1	\$100.00	8 months

Now if said part 1 of the first part shall pay or cause to be paid said part 2 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 2 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 any 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 1 of the first part has hereunto set their hands the day and year first above written.

Charles T. Spear
Ruth Maynime Spear

State of Oklahoma,

Tulsa County ss.

BEFORE ME Mildred W. Kelsey a notary public

in and for said County and State on this 7th day of May 1909 personally appeared Charles T. Spear and Ruth Maynime Spear to me known to be the identical persons 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 Feb. 25, 1911 seal Mildred W. Kelsey

ASSIGNMENT

Know All Men by These Presents:

THAT Charles T. Spear and Ruth Maynime Spear of Tulsa County, in the State of Oklahoma, the within named Mortgage in consideration of the sum of one hundred forty six Dollars and no CENTS to P. J. Hurley 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 7th day of May 1909.

EXECUTED IN PRESENCE OF

State of Oklahoma,

Tulsa County ss.

This Assignment was filed for record on the 15th day of May A.D. 1909 at 10 o'clock A.M.

and duly recorded in Book 15 on page 10 Fee, \$ 1.00 Register of Deeds.

RECEIPT.

RECEIVED OF P. J. Hurley the within named Mortgagor the sum of one hundred forty six Dollars, in full satisfaction of the within Mortgage.

FILED FOR RECORD On the 15th day of May A.D. 1909 at 10 o'clock A.M.

P. J. Hurley
seal Register of Deeds.

* and notes at my interest paying date is necessary to keep record of the first part.