

MORTGAGE OF REAL ESTATE

DORSEY PRESS COMPANY, ST. LOUIS, MO.

THIS INDENTURE Made this 20th day of May A.D. 1909, between Isaiah Steel, Guardian of Millicie Steel & Lallie Steel, minors of Tulsa County, in the State of Oklahoma, of the first part, and J. B. Wallingford of Oklahoma County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1st of the first part, in consideration of Two hundred Dollars (\$200.00) the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto said part 2nd of the second part his heirs and assigns, the following described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

The southeast quarter of the southwest quarter of section thirteen (13), township nineteen (19) north, range thirteen (13) east, containing forty (40) acres, all of Tulsa County, Oklahoma. DOLLARS

TO HAVE AND TO HOLD The same unto the said part 2nd 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 Isaiah Steel, Guardian of Millicie Steel & Lallie Steel, minors has on this day executed and delivered his certain promissory note in writing to said part 2nd of the second part, described as follows:

One note for two hundred (\$200.00) Dollars, bearing 5% interest from date and due on or before three years from date, the above note and mortgage being made and executed by Isaiah Steel, Guardian of Millicie Steel & Lallie Steel, minors, by order of County Court, bearing date of May 19, 1909

Now, if said part 1st of the first part shall pay or cause to be paid to said part 2nd 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 2nd of the second part shall be entitled to possession of said premises. And the said part 1st 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 1st of the first part has hereunto set his hand, the day and year first above written.

Isaiah Steel, Guardian of Millicie Steel & Lallie Steel, minors

State of Oklahoma,

Tulsa County } ss. BEFORE ME Virginia Light, a Notary Public in and for said County and State on this 20th day of May 1909, personally appeared Isaiah Steel, Guardian of Millicie Steel & Lallie Steel, minors 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 9/9/1912

ASSIGNMENT

Know All Men by These Presents:

THAT Isaiah Steel, Guardian of Millicie Steel & Lallie Steel, minors of Tulsa County, in the State of Oklahoma, the within named Mortgage in consideration of the sum of Two hundred and no DOLLARS to J. B. Wallingford 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 and 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 20th day of May 1909.

EXECUTED IN PRESENCE OF

State of Oklahoma,

Tulsa County } ss. This Assignment was filed for record on the 21st day of May A.D. 1909 at 10 o'clock A.M., and duly recorded in Book 10 on page 10 Fee, \$ 1.00 Register of Deeds.

RECEIPT.

RECEIVED OF J. B. Wallingford the within named Mortgagor Two hundred and no DOLLARS, the sum of Two hundred Dollars, in full satisfaction of the within Mortgage.

FILED FOR RECORD On the 21st day of May A.D. 1909 at 10 o'clock A.M.

J. B. Wallingford Register of Deeds.