

MORTGAGE OF REAL ESTATE

DORSEY Printing Company, Dallas, Texas

THIS INDENTURE Made this 14th day of May A.D. 1909, between W.E. Mcluckin a single man County, in the State of Oklahoma, of the first part, and The First State Bank of Cow County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1 of the first part, in consideration of Eight hundred and fifty Dollars (\$ 850.00) the receipt of which is hereby acknowledged, do hereby 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:

2 1/2 of N. W. 1/4 Sec. 2, Township 21 North Range 13 East

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 W.E. Mcluckin ha S. this day executed and delivered a certain promissory note, in writing to said part 2 of the second part, described as follows:

One note \$850.00 dated May 14 1909, given for 90 days with interest at rate of 10% per annum from date payable to the order of the First State Bank of Cow

Now, if said part 1 of the first part shall pay or cause to be paid to 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 1 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 ha S. hereunto set his hand the day and year first above written.

W.E. Mcluckin

State of Oklahoma,

ss.

Cow County } BEFORE ME W.R. Crawford a notary public in and for said County and State on this 14 day of May 1909, personally appeared W.E. Mcluckin 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 April 5 1909

W.R. Crawford
Notary Public

Know All Men by These Presents:

THAT W.E. Mcluckin of Cow County, in the State of Oklahoma, the within named Mortgagee in consideration of the sum of 850.00 and 850.00 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 ha S. hereunto set his hand this 14 day of May 1909.

EXECUTED IN PRESENCE OF

State of Oklahoma,

ss.

Cow County } This Assignment was filed for record on the 3 day of June A.D. 1909 at 8 o'clock A. M., and duly recorded in Book 100 on page 100 Fee, \$ 1.00

Register of Deeds.

RECEIPT.

RECEIVED OF W.E. Mcluckin the within named Mortgagor 850.00 the sum of 850.00 and 850.00 DOLLARS, in full satisfaction of the within Mortgage.

FILED FOR RECORD On the 3 day of June A.D. 1909 at 8 o'clock A. M.

W.R. Crawford
Register of Deeds.