

MORTGAGE OF REAL ESTATE

DORSEY Printing Company, Inc., Dallas, Texas

State of Oklahoma County of Tulsa

THIS INDENTURE Made this 15 day of June A.D. 1909, between Warren D. Abbott and Ruth S. Abbott his wife County, in the State of Oklahoma, of the first part, and James T. Jones Trustee of Washington County, in the District of Columbia of the second part:

WITNESSETH, That said parties of the first part, in consideration of Forty-four Hundred and no/100 Dollars (\$4400.00) the receipt of which is hereby acknowledged, do hereby by these presents Grant, Bargain, Sell and Convey unto said part of the second part his heirs and assigns, the following described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

all of Lot numbered two (2) in Block numbered one (1) in Kirkwood Place, same being an addition to the City of Tulsa

DOLLARS

TO HAVE AND TO HOLD The same unto the said part of the second part the same heirs and assigns, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, forever, and warrant the title to the same

PROVIDED ALWAYS, And these presents are upon this express condition, that whereas said Warren D. Abbott and Ruth S. Abbott on this day executed and delivered one certain promissory note, in writing to said part of the second part, described as follows:

for fourteen hundred dollars (\$1400.00) due June 15th 1911, bearing interest from date thereof at the rate of eight (8) percent per annum, payable semi-annually, also four (4) interest notes of \$500.00 each hereunto each in the sum of fifty six dollars (\$56.00) due in six, twelve, eighteen and twenty-four months respectively, from date thereof and bearing interest at the rate of eight (8) percent per annum from date thereof, and the first part of said note shall pay or cause to be paid to said part 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 the 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 become due and payable, and said part of the second part shall be entitled to possession of said premises. And the said part 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.

Now, if said part of the first part shall pay or cause to be paid to said part 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 the 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 become due and payable, and said part of the second part shall be entitled to possession of said premises. And the said part 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 parties of the first part have hereunto set their hands the day and year first above written.

Witness J. W. Mayo

Warren D. Abbott
Ruth S. Abbott

State of Oklahoma,
County of Tulsa ss.

BEFORE ME

Harriett Timmer a notary public

and for said County and State on this 15 day of June 1909, personally appeared Warren D. Abbott

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. Given under my hand and official seal this 15 day of June A.D. 1909

My commission expires Nov 24 1912

Harriett Timmer
Notary Public

ASSIGNMENT

Know All Men by These Presents:

THAT Warren D. Abbott and Ruth S. Abbott of Tulsa County, in the State of Oklahoma, the within named Mortgage in consideration of the sum of 4400.00 Dollars to James T. Jones in hand paid, the receipt whereof is hereby acknowledged, do hereby Sell, Assign, Transfer, Set Over and Convey unto James T. Jones 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 Mortgagees have hereunto set hand this 15 day of June 1909

EXECUTED IN PRESENCE OF

State of Oklahoma,
County of Tulsa ss.

This Assignment was filed for record on the 19 day of June A.D. 1909 at 9 o'clock AM.

and duly recorded in Book 19 on page 19 Fee, \$1.00

Register of Deeds.

RECEIPT.

RECEIVED OF James T. Jones the within named Mortgagor the sum of 4400.00 Dollars in full satisfaction of the within Mortgage.

FILED FOR RECORD On the 19 day of June A.D. 1909 at 9 o'clock AM

Harriett Timmer
Register of Deeds.

STATE OF OKLAHOMA
COUNTY OF TULSA
15th day of June 1909
Warren D. Abbott and Ruth S. Abbott his wife
James T. Jones Trustee
Harriett Timmer Notary Public
My commission expires Nov 24 1912

Warren D. Abbott and Ruth S. Abbott