

MORTGAGE OF REAL ESTATE

MORSEY PRINTER COMPANY, DALLAS, TEXAS

THIS INDENTURE Made this 10th day of June A.D. 1909, between Omara & Jennie A. Owens of Tulsa County, in the State of Oklahoma, of the first part, and Agnes B. Jordan & L. P. Owens of Washington DC County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1st of the first part, in consideration of Two thousand Dollars (\$2,000.00) the receipt of which is hereby acknowledged, do hereby presents Grant, Bargain, Sell and Convey unto said part 2nd of the second part heirs and assigns, the following described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

All of lots thirteen (13) and fourteen (14) in Block ten (10) in Hodge Addition to Tulsa.

DOLLARS

TO HAVE AND TO HOLD The same unto the said part 2nd of the second part 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 Agnes B. Jordan & L. P. Owens have this day executed and delivered their certain promissory notes in writing to said part 1st of the second part, described as follows:

One principal note of \$2000.00 due June 10-1911.
One interest note of \$80.00 due December 10-1909.
One interest note of \$80.00 due June 10-1910.
One interest note of \$80.00 due December 10-1910.
One interest note of \$80.00 due June 10-1911.

Now, if said part 1st of the first part shall pay or cause to be paid to said part 2nd of the second part 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 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 1st of the first part have hereunto set their hands the day and year first above written.

Agnes B. Jordan
L. P. Owens
Jennie A. Owens

State of Oklahoma,

Tulsa County } ss. BEFORE ME C. D. Coggeshall, a Notary Public
 in and for said County and State on this 10th day of June 1909, personally appeared Agnes B. Jordan & L. P. Owens
 and Jennie A. Owens 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 April 14th 1911.

ASSIGNMENT

Know All Men by These Presents:

THAT Omara & Jennie A. Owens of Tulsa County, in the State of Oklahoma, the within named Mortgage in consideration of the sum of Two thousand and no DOLLARS to Agnes B. Jordan & L. P. Owens in hand paid, the receipt whereof is hereby acknowledged, do hereby Sell, Assign, Transfer, Set Over and Convey unto 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 have hereunto set their hand this 10th day of June 1909.

EXECUTED IN PRESENCE OF

State of Oklahoma,

Tulsa County } ss. This Assignment was filed for record on the 15th day of June A.D. 1909 at 4:15 o'clock P.M., and duly recorded in Book 15 on page 15 Fee, \$ 1.00 Register of Deeds.

RECEIPT.

RECEIVED OF Omara & Jennie A. Owens the within named Mortgagor the sum of Two thousand and no DOLLARS, in full satisfaction of the within Mortgage.

FILED FOR RECORD On the 15th day of June A.D. 1909 at 4:15 o'clock P.M.

(Seal)

W. B. Mackay

Register of Deeds.