

MORTGAGE OF REAL ESTATE

DORSEY Printing Company, Dallas, Texas

THIS INDENTURE Made this 5th day of June, A.D. 1909, between Albert Michaelis of St. Louis, Missouri County, in the State of Oklahoma, of the first part, and Effie A. Miller of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said party of the first part, in consideration of the sum of three hundred and no Dollars () the receipt of which is hereby acknowledged, do hereby presents Grant, Bargain, Sell and Convey unto said party of the second part her heirs and assigns, the following described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

West half of the southeast quarter of the southeast quarter (N.P. of Sec. 36) and the south half of the northeast quarter of the southeast quarter (S.P. of Sec. 36) of section 36, Township 20 North, Range 25 East of the Indian Base Meridian. DOLLARS

TO HAVE AND TO HOLD The same unto the said party of the second part her 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 Albert Michaelis has this day executed and delivered one certain promissory note in writing to said party of the second part, described as follows:

Dated June 5th, 1909, for \$300.00, Twelve (12) months, with interest at 10 per cent, after maturity

Now, if said party of the first part shall pay or cause to be paid to said party of the second part her 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 party of the second part shall be entitled to possession of said premises. And the said party of the first part for said consideration does 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 party of the first part has hereunto set his hand the day and year first above written.

State of Oklahoma,

Tulsa County ss. BEFORE ME Mildred W. Helvey a Notary Public in and for said County and State on this 5th day of June, 1909, personally appeared Albert Michaelis 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 Feb. 25th, 1911.

ASSIGNMENT

Know All Men by These Presents:

THAT Albert Michaelis of Tulsa County, in the State of Oklahoma, the within named Mortgagee in consideration of the sum of three hundred and no Dollars to Effie A. Miller in hand paid, the receipt whereof is hereby acknowledged, do hereby Sell, Assign, Transfer, Set Over and Convey unto her 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 5th day of June, 1909.

EXECUTED IN PRESENCE OF

State of Oklahoma,

Tulsa County ss. This Assignment was filed for record on the 5th day of June, A.D. 1909 at 3:30 o'clock P.M. and duly recorded in Book 16 on page 330 Fee, \$ 1.00 Register of Deeds.

RECEIPT.

RECEIVED OF Albert Michaelis the within named Mortgagor the sum of three hundred and no Dollars, in full satisfaction of the within Mortgage.

FILED FOR RECORD On the 16 day of June, A.D. 1909 at 3:30 o'clock P.M.

Register of Deeds.