

COMPILED

MORTGAGE OF REAL ESTATE

DORSET PRINTING COMPANY, DALLAS, TEXAS

THIS INDENTURE Made this 28th day of June, A.D. 1909, between David M. Teller and Mary E. Teller, his wife of Tulsa County, in the State of Oklahoma, of the first part, and Lydia Whitenack of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 2nd of the first part, in consideration of the sum of Four hundred thirty five and 10/100 Dollars (\$435.10) the receipt of which is hereby acknowledged, do hereby these presents Grant, Bargain, Sell and Convey unto said part 1st of the second part her heirs and assigns, the following described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

Lot ten (10) and the east half of lot nine (9) in block number fourteen (14) in the town of Broken Arrow.....DOLLARS

TO HAVE AND TO HOLD The same unto the said part 1st 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 David M. Teller and Mary E. Teller, have this day executed and delivered one certain promissory note in writing to said part 1st of the second part, described as follows:

Broken Arrow, Okla., June 28, 1909
On and year after date, without demand, notice or protest, and on either of us, as principal, promise to pay to the order of Lydia Whitenack four hundred thirty five dollars for value received negotiable and payable, and with interest from date at the rate of 10 percent per annum until paid. Payable at the First National Bank of Broken Arrow, Oklahoma. If the interest is not paid annually it shall become a part of the principal and bear the same rate of interest. The makers, endorser and guarantors of this note agree to let the same be entered without any consent from time to time.

Now, if said part 1st of the first part shall pay or cause to be paid to said part 1st 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 part 1st 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 hand the day and year first above written.

David M. Teller
Mary E. Teller

State of Oklahoma,

ss.

Tulsa County BEFORE ME F. S. Hurd, a Notary Public in and for said County and State on this 29th day of June, 1909, personally appeared David M. Teller and Mary E. Teller 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 Jan 2nd 1911

ASSIGNMENT

Know All Men by These Presents:

THAT David M. Teller of Tulsa County, in the State of Oklahoma, the within named Mortgagee in consideration of the sum of Four hundred thirty five and 10/100 DOLLARS to Lydia Whitenack in hand paid, the receipt whereof is hereby acknowledged, do hereby Sell, Assign, Transfer, Set Over and Convey unto Lydia Whitenack 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 hereunto set her hand this 29th day of June, 1909.

EXECUTED IN PRESENCE OF

State of Oklahoma,

ss.

Tulsa County This Assignment was filed for record on the 1st day of July, 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 Lydia Whitenack the within named Mortgagor the sum of Four hundred thirty five and 10/100 DOLLARS, in full satisfaction of the within Mortgage.

FILED FOR RECORD On the 1st day of July, A.D. 1909 at 8 o'clock A.M.

Seal

H. B. Walkley

Register of Deeds.