

MORTGAGE OF REAL ESTATE

DORSET Printing Company, De. St. Texas

THIS INDENTURE Made this 3rd day of July 1909 A.D. 1909, between Jay Johnson, a single man (same person as J. Johnson) of Tulsa County, in the State of Oklahoma, of the first part, and Ida M. Evans of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part of the first part, in consideration of the sum of Fifty Dollars (\$50.00) the receipt of which is hereby acknowledged, do hereby presents Grant, Bargain, Sell and Convey unto said part of the second part her heirs and assigns, the following described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

The northeast quarter of the northeast quarter of sec. twenty (20) township twenty (20) N. and range thirteen (13) E.

DOLLARS

TO HAVE AND TO HOLD The same unto the said part 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 Jay Johnson has this day executed and delivered his certain promissory note in writing to said part of the second part, described as follows:

Dated July 3rd 1909, at Tulsa Okla. principal \$50.00 Due December 1st 1909, bearing 10% after maturity, payable at the Marshalltown State Bank Marshalltown, Ia. signed by Jay Johnson. Part of the first part to pay all taxes on said land when due with all rights in and to any oil lease thereon assigned to the mortgage or her assigns as further security for this debt, and this note is for actual money loaned said Jay Johnson by Ida M. Evans

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

Witnessed by:  
Frank Johnson  
Ida Evans

Jay Johnson  
same person as J. Johnson

State of Oklahoma,  
Tulsa County ss.

BEFORE ME

the undersigned Notary Public

in and for said County and State on this 3rd day of July 1909, personally appeared Jay Johnson, being the same person as J. Johnson, 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.

Witness my hand and official seal the day and year above written.

My commission expires Feb. 12 1911.

(Seal)

T. D. Evans  
Notary Public

## ASSIGNMENT

Know All Men by These Presents:

THAT Ida M. Evans of Tulsa County, in the State of Oklahoma, the within named Mortgagee in consideration of the sum of 50.00 Dollars and 50.00 DOLLARS to Jay Johnson 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 Ida M. Evans hereunto set her hand this 3rd day of July 1909.

EXECUTED IN PRESENCE OF

State of Oklahoma,  
Tulsa County ss.

This Assignment was filed for record on the 3rd day of July A.D. 1909 at 11 o'clock AM, and duly recorded in Book 11 on page 11 Fee, \$1.00

\$1.00 1909 Register of Deeds.

## RECEIPT.

RECEIVED OF Jay Johnson the within named Mortgagor the sum of 50.00 Dollars, and 50.00 DOLLARS, in full satisfaction of the within Mortgage.

FILED FOR RECORD On the 3rd day of July A.D. 1909 at 11 o'clock AM.

(Seal)

H. B. Walley

Register of Deeds.