

MORTGAGE OF REAL ESTATE

DORSET Printing Company, Dallas, Texas

THIS INDENTURE Made this 3rd day of July, A.D. 1909, between Viola George and Miller George her husband of Tulsa County, in the State of Oklahoma, of the first part, and J. P. Lloyd of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part of the first part, in consideration of One Hundred and seventy five Dollars (\$175.00) the receipt of which is hereby acknowledged, do 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:

Lot nine (9) in Block eleven (11) in Factory Addition to the City of Tulsa, according to the recorded plat thereof
dimensions of above described lot is as follows, front 50 feet wide by 184 feet long front DOLLARS

TO HAVE AND TO HOLD The same unto the said part of the second part his 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 Viola George and Miller George have this day executed and delivered one certain promissory note in writing to said part of the second part, described as follows: Copy of which is herein set forth, marked "Ex. A." Copy Ex. A. "175.00" Tulsa July 3rd 1909
One year after date we promise to pay to the order of J. P. Lloyd One Hundred and seventy five Dollars for value received, with interest at the rate of 10 per cent per annum from date and if the interest be not paid annually to become in principal and bear the same rate of interest, this note is negotiable and payable without defalcation or discount, and without any relief or benefit whatever from stay, adjudication, appraisement, or homestead exemption laws. Viola George
No. Due July 3rd 1910. Miller George

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 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 appraisement 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 have hereunto set their hands the day and year first above written.

Viola George
Miller George

State of Oklahoma,

Tulsa County ss. BEFORE ME J. P. Clark a Notary Public in and for said County and State on this 3rd day of July, 1909, personally appeared Viola George and Miller George 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 Feb 10 1913. (Seal) J. P. Clark Notary Public

ASSIGNMENT

Know All Men by These Presents:

THAT Viola George and Miller George of Tulsa County, in the State of Oklahoma, the within named Mortgage in consideration of the sum of One Hundred and seventy five DOLLARS to J. P. Lloyd in hand paid, the receipt whereof is hereby acknowledged, do hereby Sell, Assign, Transfer, Set Over and Convey unto his 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 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 11:20 o'clock AM, and duly recorded in Book 112 on page 112 Fee, \$ 1.00 Register of Deeds, 1909

RECEIPT.

RECEIVED OF J. P. Lloyd the within named Mortgagor the sum of One Hundred and seventy five DOLLARS, in full satisfaction of the within Mortgage.

FILED FOR RECORD On the 3rd day of July, A.D. 1909 at 11:20 o'clock AM.

(Seal)

M. B. Walley
 Register of Deeds.