

MORTGAGE OF REAL ESTATE

DORSET Trusting Company, Deeds, Texas

THIS INDENTURE Made this 7 day of May, A.D. 1908, between H.A. Carnes Myrtle Carnes, his wife of Tulsa County, in the State of Oklahoma, of the first part, and J.D. Woodbury of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1 of the first part, in consideration of Twelve hundred fifty and no/100 Dollars (\$1250.00) the receipt of which is hereby acknowledged, do sell by these presents Grant, Bargain, Sell and Convey unto said part 2 of the second part heirs and assigns, the following described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

Lots 6, 4, 3 in Block 1, Earns Addition to Tulsa, Okla, also
Lots 9, 10, 11 in Block 1, Earns Addition to Tulsa, according to the
field plat thereof
Filed with the Register of Deeds Tulsa, Tulsa Co. Oklahoma

TO HAVE AND TO HOLD The same unto the said part 2 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 1 has this day executed and delivered 2 certain promissory note in writing to said part 2 of the second part, described as follows:

\$1250.00 Tulsa, Okla May 7, 1908
Sixty days after date, bearing grace, for value received, I, we, or either of us
promise to pay to the order of J. D. Woodbury Twelve hundred fifty and no/100 dollars negotiable if payable
without defalcation or discount, with interest at eight per cent per annum from maturity
until paid, the drawers, endorsers, and guarantors severally waive presentment for payment, protest
and notice of protest, notice of non payment, and delinquency in enforcement of this note, and agree that the time
of payment may be extended without notice to them or without their consent, and without affecting
their liability with 10% attorney fee in case of suit
H. A. Carnes
Myrtle Carnes

Now, if said part 1 of the first part shall pay or cause to be paid to said part 2 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 2 of the second part shall be entitled to possession of said premises. And the said part 1 of the first part for said consideration do hereby expressly waive an appraisal 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 1 of the first part hereunto set their hand the day and year first above written.

H. A. Carnes
Myrtle Carnes

State of Oklahoma, }
County } ss. BEFORE ME Robert E. Lynch, a Notary Public
in and for said County and State on this 15 day of May, 1908, personally appeared H. A. Carnes
and Myrtle Carnes 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 July 2, 1910. (Seal) Robert E. Lynch

ASSIGNMENT

Know All Men by These Presents:

THAT 1 of 2 County, in the State of Oklahoma, the within named Mortgage 1 in consideration of the sum of 1250.00 and 1250.00 DOLLARS to 2 in hand paid, the receipt whereof is hereby acknowledged, do hereby Sell, Assign, Transfer, Set Over and Convey unto 2 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 1 ha hereunto set his hand this 15 day of May, 1908.

EXECUTED IN PRESENCE OF

State of Oklahoma, }
County } ss. This Assignment was filed for record on the 15 day of May, A.D. 1908 at 10 o'clock AM,
and duly recorded in Book 100 on page 100 Fee, \$ 1.00
\$ 1.00 1908 Register of Deeds.

RECEIPT.

RECEIVED OF 1 the within named Mortgagor 1
the sum of 1250.00 and 1250.00 DOLLARS,
in full satisfaction of the within Mortgage.

FILED FOR RECORD On the 2 day of July, A.D. 1908 at 9 o'clock AM.

(Seal) H. A. Carnes
Register of Deeds.