

MORTGAGE OF REAL ESTATE

DORSEY PRINTER COMPANY, DALLAS, TEXAS

THIS INDENTURE Made this 22nd day of July, A.D. 1909, between Etta Harkus of Muskogee County, in the State of Oklahoma, of the first part, and W. J. Palmer of Muskogee County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part y of the first part, in consideration of Three Hundred Dollars (\$300.00) the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto said part y of the second part his heirs and assigns, the following described Real Estate, situated in Adair County, and State of Oklahoma, to-wit:

West Half of the N. W. 1/4 of the S. W. 1/4 and the N. W. 1/4 of the S. W. 1/4 of Section Thirtysix (36) Township Twenty (20) North Range Fourteen (14) East of the Indian Base and Meridian.

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

One note for \$300.00, dated 7/22/09, due Oct. 22nd, 1909, for \$300.00, at 12% after maturity, signed by Etta Harkus and H. Malone, interest payable semi-annually.

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

State of Oklahoma, } ss. Muskogee County } BEFORE ME Margaret M. Sommerville
in and for said County and State on this 22nd day of July, 1909, personally appeared Etta Harkus
and she to me known to be the identical person who executed the within and foregoing instrument, and
acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.
My commission expires Nov 13, 1912 (Seal) Margaret M. Sommerville

ASSIGNMENT

Know All Men by These Presents:

THAT Etta Harkus of Adair County, in the State of Oklahoma, the within named Mortgagee in consideration of the sum of Three Hundred and no DOLLARS to W. J. Palmer in hand paid, the receipt whereof is hereby acknowledged, do hereby Sell, Assign, Transfer, Set Over and Convey unto W. J. Palmer 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 her hand this 22nd day of July, 1909.

EXECUTED IN PRESENCE OF

State of Oklahoma, } ss. Muskogee County } This Assignment was filed for record on the 26 day of July, A.D. 1909, at 8 o'clock A. M.,
and duly recorded in Book 19 on page 19 Fee, \$ 1.00
\$ 1.00 Register of Deeds.

RECEIPT.

RECEIVED OF W. J. Palmer the within named Mortgagor the sum of Three Hundred and no DOLLARS, in full satisfaction of the within Mortgage.

FILED FOR RECORD On the 26 day of July, A.D. 1909, at 8 o'clock A. M.

(Seal)

H. C. Walkley

Register of Deeds.