

MORTGAGE OF REAL ESTATE

DORSEY Printing Company, De So. Texas

THIS INDENTURE Made this 23rd day of July, A.D. 1909, between John M. Tomlinson & Thomas L. Tomlinson of Adair County, in the State of Oklahoma, of the first part, and M. S. Bullington of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of Eighteen Hundred and no Dollars (\$1800.00) the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto said party of the second part his heirs and assigns, the following described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

The South half of the South-east Quarter of the North-east Quarter of the South-west Quarter of Section Twelve Township Twenty North Range Twelve East

TO HAVE AND TO HOLD The same unto the said party 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 John M. Tomlinson & Thomas L. Tomlinson have at this day executed and delivered their certain promissory note in writing to said party of the second part, described as follows:

A copy of which is hereto attached
81800.00 On or before Two years after date July 23rd 1909 payable to the order of
M. S. Bullington Eighteen hundred and no Dollars.

For value received, with interest at the rate of 7% per annum from and if the 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 party of the second part shall be entitled to possession of said premises. And the said parties 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.

Now, if said party of the first part shall pay or cause to be paid to said party 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 party of the second part shall be entitled to possession of said premises. And the said parties 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 parties of the first part have hereunto set their hand and seal the day and year first above written.

John M. Tomlinson
Thomas L. Tomlinson

State of Oklahoma,

Tulsa County ss.

BEFORE ME

N. S. McEliskey Notary Public
 in and for said County and State on this 23rd day of July, 1909, personally appeared John M. Tomlinson and Thomas L. Tomlinson to me known to be the identical person, 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 May 20, 1911

ASSIGNMENT

Know All Men by These Presents:

THAT John M. Tomlinson & Thomas L. Tomlinson of Tulsa County, in the State of Oklahoma, the within named Mortgage in consideration of the sum of Eighteen Hundred and no Dollars to John M. Tomlinson & Thomas L. Tomlinson in hand paid, the receipt whereof is hereby acknowledged, do hereby Sell, Assign, Transfer, Set Over and Convey unto John M. Tomlinson & Thomas L. Tomlinson 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 have hereunto set their hand this 23rd day of July, 1909.

EXECUTED IN PRESENCE OF

State of Oklahoma,

Tulsa County ss.

This Assignment was filed for record on the 23rd day of July, A.D. 1909 at 11 o'clock A. M.and duly recorded in Book 117 on page 117 Fee, \$ 1.00\$ 1.00

Register of Deeds.

RECEIPT.

RECEIVED OF John M. Tomlinson & Thomas L. Tomlinson the within named Mortgagor the sum of Eighteen Hundred and no Dollars, in full satisfaction of the within Mortgage.

FILED FOR RECORD On the 23rd day of July, A.D. 1909 at 11 o'clock A. M.

(Seal)

N. S. McEliskey
 Register of Deeds.