

MORTGAGE OF REAL ESTATE

DORSEY FARMING COMPANY, DALLAS, TEXAS

THIS INDENTURE Made this 17th day of July, A.D. 1909, between Jack Jackson of Adair County, in the State of Oklahoma, of the first part, and the undersigned of Adair County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1 of the first part, in consideration of the sum of Five hundred fifty-seven and 7/8 Dollars (\$557.875) the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto said part 1 of the second part persons and assigns, the following described Real Estate, situated in Adair County, and State of Oklahoma, to-wit:

the North West Quarter of the Southeast Quarter of the North West Quarter (N.W. 1/4 of S.W. 1/4) and South half of the Southeast Quarter of North West Quarter (S. 1/2 of S.W. 1/4 of N.W. 1/4) Section 13, T. 13 N., R. 13 E., S. 13 E., Township 13 North, Range 13 East, of the Indian Base and Meridian Containing 3.0 acres more or less according to Government Survey Subject to prior Mortgage to J.D. Evans

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

One Note for \$233.88 dated July 17, 1909 due Jan. 1, 1911.
One Note for \$233.88 dated July 17, 1909 due Jan. 1, 1912.
Each note bearing interest at the rate of 10% from date until paid due and payable according to tenor and effect of notes herein referred to and made a part of this mortgage.

Now, if said part 1 of the first part shall pay or cause to be paid to said part 1 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 1 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 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 1 of the first part has hereunto set his hand the day and year first above written.

For value received, I acknowledge and pay in full of the within mortgage, and same is hereby released J.D. Evans

Jack Jackson

Signed and acknowledged before me Oct 31 - 1910 W. Walker Register of Deeds.

State of Oklahoma, Adair County

BEFORE ME

Frank S. Foster Mary C. Ellis

in and for said County and State on this 17th day of July, 1909, personally appeared Jack Jackson and a single person to me known to be the identical person 1 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.

My commission expires December 11, 1911

(Seal)

Frank S. Foster

ASSIGNMENT

Know All Men by These Presents:

THAT Jack Jackson of Adair County, in the State of Oklahoma, the within named Mortgagee, in consideration of the sum of Five hundred fifty-seven and 7/8 Dollars (\$557.875) and the sum of DOLLARS to him in hand paid, the receipt whereof is hereby acknowledged, do hereby Sell, Assign, Transfer, Set Over and Convey unto 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 his hand this 17th day of July, 1909

EXECUTED IN PRESENCE OF

State of Oklahoma,

ss.

County

This Assignment was filed for record on the 17th day of July, A.D. 1909 at 9:05 o'clock P.M.

and duly recorded in Book 19 on page 19 Fee, \$ 1.00

\$ 1.00

Register of Deeds.

RECEIPT.

RECEIVED OF Jack Jackson the within named Mortgagor, the sum of Five hundred fifty-seven and 7/8 Dollars (\$557.875) and the sum of DOLLARS, in full satisfaction of the within Mortgage.

FILED FOR RECORD On the 17th day of July, A.D. 1909 at 9:05 o'clock P.M.

(Seal)

W. Walker Register of Deeds.