

MORTGAGE OF REAL ESTATE

DORSEY Printing Company, Dallas, Texas

THIS INDENTURE Made this 27th day of July A.D. 1909, between Lewis E. Berry and Carrie A. Berry of Tulsa Tulsa County, in the State of Oklahoma, of the first part, and Lee Clinton of Tulsa Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of One hundred & fifty Dollars (\$150.00) 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 Tulsa County, and State of Oklahoma, to-wit:

Lot #5 in block #1 in Harbourside Addition to the town of Tulsa Okla. according to the recorded plat thereof.

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 Lewis E. Berry & Carrie A. Berry has on this day executed and delivered a certain promissory note in writing to said party of the second part, described as follows:

Dated July 27, 1909 for \$150.00 due 90 days after date at 3% interest at 10% after maturity For value received, I acknowledge satisfaction and payment in full of the within mortgage; and same is hereby released.

Signed and acknowledged before me Lee Clinton 27-09
Register of Deeds.

Now, if said parties 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.

Lewis E. Berry
Carrie A. Berry

State of Oklahoma, } ss. BEFORE ME Samuel P. McBurney
Tulsa County } in and for said County and State on this 27th day of July 1909, personally appeared Lewis E. Berry
and Carrie A. Berry 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 June 11, 1910 Seal Samuel P. McBurney

ASSIGNMENT

Know All Men by These Presents:

THAT _____ of _____ County, in the State of Oklahoma, the within named Mortgage _____ in consideration of the sum of _____ and _____ DOLLARS to _____ 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 _____ hand this _____ day of _____ 19____

EXECUTED IN PRESENCE OF _____

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

RECEIPT.

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

FILED FOR RECORD On the 27th day of July A.D. 1909 at 5 o'clock P. M.

Seal

H. E. Walkley
Register of Deeds.