

MORTGAGE OF REAL ESTATE

DORSEY Printing Company, Dallas, Texas

THIS INDENTURE Made this 26th day of July, A.D. 1909, between C. W. Denning of Tulsa County, in the State of Oklahoma, of the first part, and Lee Clinton of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part of the first part, in consideration of the sum of Sixteen Hundred & 00/100 Dollars (\$1600.00) 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 Tulsa County, and State of Oklahoma, to-wit:

Lots One (1) and Two (2) in Block Four (4)
and Lot Five (5) in Block Three (3) First
Addition to Tulsa, Tulsa County, State of
Oklahoma. DOLLARS

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 C. W. Denning has on this day executed and delivered one certain promissory note in writing to said part y of the second part, described as follows:

Of even date herewith for \$1600.00 due in 90
days from date with interest at 10% per ann from
maturity.

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 all appraisement 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 his hand the day and year first above written.

State of Oklahoma,
Tulsa County ss.

BEFORE ME

in and for said County and State on this 26th day of July, 1909, personally appeared C. W. Denning and he to me known to be the identical person 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 Feb 25th 1911 Seal Mildred W. Kellogg
Notary Public

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 heroby 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,
County ss.

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

RECEIPT.

RECEIVED OF the within named Mortgagor and DOLLARS, the sum of 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. C. Walkley
 Register of Deeds.

For value received, I acknowledge satisfaction and payment in full of the within mortgage, and same is hereby released.