

### MORTGAGE OF REAL ESTATE

DORSEY Printing Company, DA 22, Texas

THIS INDENTURE Made this 3rd day of Aug A.D. 1909, between Charlotte E. Hobbs, a widow and Flourence C. Hobbs, his wife of Tulsa County, in the State of Oklahoma, of the first part, and J. D. Blakey of Denver County, in the State of Colorado of the second part:

WITNESSETH, That said part 2 of the first part, in consideration of the sum of Twenty seven hundred and 27/100 Dollars (\$ 2,700.27) the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto said part of of the second part their heirs and assigns, the following described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

The southerly, fifty-two (52) feet of lot number four (4) in block number one hundred twenty one (21) in the City of Tulsa, Oklahoma, according to the U.S. Government Taxmap, plat thereof, approved by the Department of Interior, April 11, 1902, same being a tract of ..... DOLLARS land having a frontage of 52 feet on Broadway and with a depth of 110 feet to an alley and having a uniform width of 52 feet, lying and adjoining Fourth Street on the north in said City of Tulsa.

TO HAVE AND TO HOLD The same unto the said part 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 Edward L. Hobbie, Jr. & Minnie J. Glass, of the second part, executed and delivered their certain promissory note, in writing to said party, of the second part, described as follows: for twenty seven hundred (& 2700.00) and no Dollars, of even date herewith, due in one year from date, and bearing interest at the rate of 10% per annum, payable quarterly,

Now, if said part 10 of the first part shall pay or cause to be paid to said part 4 of the second part Five 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 4 of the second part shall be entitled to possession of said premises. And the said part 10 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 one of the first part has hereunto set their hand at the day and year first above written.

Charlotte C. Hobbs  
Merritt J. Glass  
Florence C. Glass

State of Oklahoma,  
County of Tulsa County  
SS. BEFORE ME W. A. Reynolds  
in and for said County and State on this 3rd day of August, A.D. 1909, personally appeared Charlotte E. Hells, a resident  
and Messitt J. Glass & Flora E. Glass, 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.  
Given under my hand and official seal, this 3rd day of August, A.D. 1909.  
My commission expires June 15th, 1913 (Seal) W. A. Reynolds  
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..... 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... ha... hereunto set... hand this... day of ... 19...

EXECUTED IN PRESENCE OF

State of Oklahoma, } ss.  
County } 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...  
the sum of \_\_\_\_\_ and \_\_\_\_\_ DOLLARS,  
in full satisfaction of the within Mortgage.

FILED FOR RECORD On the 4 day of June A.D. 1909 at 4<sup>10</sup> o'clock P.M.

(Seal) H. C. Walkley Register of Deeds.