

MORTGAGE OF REAL ESTATE

DORSEY Printing Company, Inc. at Tulsa

THIS INDENTURE Made this 30th day of July, A.D. 1909, between Amos F. McVair and Mose Parrie of Mayes County, in the State of Oklahoma, of the first part, and Edgemoor Bank and Trust Company of Mayes County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part of the first part, in consideration of the sum of Two Hundred & Ten and no/100 Dollars (\$210.00) the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto said part of the second part its heirs and assigns, the following described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

North half of the southeast quarter of Section 35 Township 21 Range 13 East
Containing 8.0 acres more or less according to the U.S. Survey thereof.

This land above described is no part of the Homestead of the
Grantors herein named.

TO HAVE AND TO HOLD The same unto the said part of the second part its 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 Amos F. McVair and Mose Parrie have this day executed and delivered one certain promissory note in writing to said part of the second part, described as follows:

Date 2/27/1909 Due 5/27/1909 Amtl. \$210.00 Signed by Susan Parrie, Mose Parrie, Amos F. McVair, D.B. Keyser, Interest 10 from maturity.

Also a note given 1/23/1909 due 3/23/1909 with balance of \$25.00 due and interest from August 23rd, 1909. Signed by Susan Parrie and Mose Parrie.

Last named note to be held against the Parrie interest in the within named lands.

Now, if said part of the first part shall pay or cause to be paid to said part of the second part its 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 of the second part shall be entitled to possession of said premises. And the said part of the first part for said consideration do hereby expressly waive an appraisal 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 of the first part has hereunto set his hand the day and year first above written.

Amos F. McVair
Mose Parrie
Edgemoor Bank and Trust Company
Susan Parrie

State of Oklahoma, ss. Mayes County BEFORE ME R. W. Thomas a Notary Public in and for said County and State on this 30th day of July, 1909, personally appeared Amos F. McVair and Mose Parrie and Susan Parrie known to me 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 October 3rd, 1914 (Seal) R. W. Thomas

ASSIGNMENT

Know All Men by These Presents:

THAT Amos F. McVair and Mose Parrie of Mayes County, in the State of Oklahoma, the within named Mortgage in consideration of the sum of Two Hundred & Ten and no/100 DOLLARS to Edgemoor Bank and Trust Company in hand paid, the receipt whereof is hereby acknowledged, do hereby Sell, Assign, Transfer, Set Over and Convey unto Edgemoor Bank and Trust Company 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 30th day of July, 1909.

EXECUTED IN PRESENCE OF

State of Oklahoma, ss. Mayes County This Assignment was filed for record on the 30th day of July, A.D. 1909 at 5 o'clock P.M., and duly recorded in Book 100 on page 100 Fee, \$1.00 Register of Deeds.

RECEIPT.

RECEIVED OF Edgemoor Bank and Trust Company the within named Mortgagor the sum of Two Hundred & Ten and no/100 DOLLARS, in full satisfaction of the within Mortgage.

FILED FOR RECORD On the 30th day of Aug, A.D. 1909 at 5 o'clock P.M.

(Seal) H. B. Walker Register of Deeds.