

COMPLETED

523

MORTGAGE OF REAL ESTATE

DORSEY Printing Company, De. as. Texas

THIS INDENTURE Made this 4th day of August A.D. 1909, between John Burns & Gina Burns his wife of Blackford County, in the State of Oklahoma, of the first part, and Loria L. Twist of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said party of the first part, in consideration of Seventeen Hundred Dollars Dollars (\$1700.00) the receipt of which is hereby acknowledged, do hereby these presents Grant, Bargain, Sell and Convey unto said party of the second part her heirs and assigns, the following described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

The south half of the northwest quarter and the west half of the northwest quarter of the northwest quarter and the northeast quarter of the northwest quarter of section thirty (13) township twenty one (21) north, range thirteen (13) east of the Indian Base and meridian according to the United States Survey.

TO HAVE AND TO HOLD The same unto the said party of the second part her 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 John Burns & Gina Burns have this day executed and delivered a certain promissory note in writing to said party of the second part, described as follows:

\$1700.00 Tulsa, Oklahoma, August 4, 1909.
On or before three years after date for value received we promise to pay to Loria L. Twist, or order, Seventeen hundred dollars at the office of E. P. Politaille in Tulsa, Oklahoma.

To bear interest at the rate of 10% per annum from date, and further hereby agree that if this note is not paid when due to pay all costs necessary for collection including ten percent as attorney fees.

Now, if said party of the first part shall pay or cause to be paid to said party of the second part her 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 party 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 party of the first part have hereunto set their hands the day and year first above written.

John Burns
Gina Burns

State of Oklahoma,

Tulsa County

ss.

BEFORE ME James B. Rucker a Notary Public

in and for said County and State on this 4th day of August 1909, personally appeared John Burns and Gina Burns, his wife 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 April 19, 1913 (Seal) James B. Rucker
Notary Public

ASSIGNMENT

Know All Men by These Presents:

THAT John Burns & Gina Burns of Tulsa County, in the State of Oklahoma, the within named Mortgage in consideration of the sum of Seventeen Hundred Dollars and her 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 4th day of August, 1909.

EXECUTED IN PRESENCE OF

State of Oklahoma,

Tulsa County

ss.

This Assignment was filed for record on the 10th day of Aug A.D. 1909 at 10 o'clock AM,

and duly recorded in Book 10 on page 10 Fee, \$ 1.00
\$ 1.00 1909 Register of Deeds.

RECEIPT.

RECEIVED OF John Burns & Gina Burns the within named Mortgagor the sum of Seventeen Hundred Dollars and her heirs and assigns, the within Mortgage Deed, the real estate conveyed, and the promissory note, debts and claims thereby secured, and covenants therein contained.

FILED FOR RECORD On the 10th day of Aug A.D. 1909 at 10 o'clock AM.

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