

MORTGAGE OF REAL ESTATE

DORSEY Printing Company, Da. St. Texas

THIS INDENTURE Made this 13th day of August A.D. 1909, between Thomas J. Peters of Miami, Florida County, in the State of Oklahoma, of the first part, and Mrs. Florence R. Mortenaut of St. Louis, Mo. County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1st of the first part, in consideration of Four thousand Dollars (\$ 4000.00) the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto said part 2nd of the second part her heirs and assigns, the following described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

South half (1/2) of northwest quarter (1/4) of southeast quarter (1/4) of southwest quarter (1/4) of section 12, township 19, range 12, and the southwest quarter (1/4) of the southeast quarter (1/4) of the southwest quarter (1/4) of section 12, township 19, range 12 in Western District, Indian Territory, containing in all fifteen acres more or less, it being the same property which the said party of the second part, with her husband, granted and conveyed by deed of even date herewith to the said first party, this mortgage being to secure the unpaid balance of the purchase money. Excepting and reserving however out of the last parcel of land above described one and one half (1 1/2) acres in the southwest corner thereof conveyed by R. H. Morgan et al. to them by deed recorded March 9, 1909.

TO HAVE AND TO HOLD The same unto the said part 2nd 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 Thomas J. Peters has this day executed and delivered his certain promissory notes in writing to said part 2nd of the second part, described as follows:

Note dated Aug 13, 1909 for \$2000 payable on or before Aug 1st 1910.
Note dated Aug 13, 1909 for \$2000 payable on or before Aug 1st 1911.
both of said notes to bear interest at the rate of eight (8%) per cent per annum.

Now, if said part 2nd of the first part shall pay or cause to be paid to said part 2nd 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 part 2nd of the second part shall be entitled to possession of said premises. And the said part 1st of the first part for said consideration does 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 1st of the first part has hereunto set his hand the day and year first above written.

Thomas J. Peters
Tepau T. Peters

State of Oklahoma,

ss.

Tulsa County } BEFORE ME W. S. M. Cluskey, a Notary Public
 in and for said County and State on this 13 day of August 1909, personally appeared Thomas J. Peters
 and Tepau T. Peters 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 May 20 1911.

(Seal) W. S. M. Cluskey
 Notary Public

Know All Men by These Presents:

THAT Thomas J. Peters of Tulsa County, in the State of Oklahoma, the within named Mortgage, in consideration of the sum of Four thousand and no DOLLARS to her in hand paid, the receipt whereof is hereby acknowledged, do hereby Sell, Assign, Transfer, Set Over and Convey unto 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 her hand this 13 day of August 1909.

EXECUTED IN PRESENCE OF

State of Oklahoma,

ss.

Tulsa County } This Assignment was filed for record on the 13 day of August A.D. 1909 at 2:15 o'clock P.M., and duly recorded in Book 100 on page 100 Fee, \$ 1.00

Register of Deeds.

RECEIPT.

RECEIVED OF Thomas J. Peters the within named Mortgagor, the sum of Four thousand and no DOLLARS, in full satisfaction of the within Mortgage.

FILED FOR RECORD On the 13 day of Aug A.D. 1909 at 2:15 o'clock P.M.

(Seal)

H. C. Walkey

Register of Deeds.