

MORTGAGE OF REAL ESTATE

DORSEY PRINTING COMPANY, DALLAS, TEXAS

THIS INDENTURE Made this 14th day of August 1909, between G. L. Hawkins and S. C. Hawkins, his wife of Tulsa County, in the State of Oklahoma, of the first part, and Chas. A. Steele of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of One thousand Dollars (\$1,000.00) the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto said part of the second part his heirs and assigns, the following described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

Therewith twenty five (25) feet lot one (1) and the north half of lot two (2) in Block one hundred and seventy (170) in the City of Tulsa, as shown by the United States survey and plat of said city of Tulsa DOLLARS

TO HAVE AND TO HOLD The same unto the said part 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 first parties have this day executed and delivered their certain promissory note in writing to said part of the second part, described as follows:

Tulsa, Okla. Aug. 14th, 1909.

November 13th, 1909, after date, for value received, I, one or either of us, promise to pay to the order of Chas. A. Steele, One thousand (\$1,000.00) Dollars, at Tulsa, Okla., with interest at the rate of ten per cent. per annum, payable annually, from maturity until paid.

Due Nov. 13th, 09.

Now, if said part of the first part shall pay or cause to be paid to said part 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 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. and said first parties agree to pay an additional \$1.00 as attorney fee in said foreclosure suit on this note and mortgage.

IN WITNESS WHEREOF, The said part of the first part have hereunto set their hand the day and year first above written.

G. L. Hawkins,
S. C. Hawkins,
A. C. Hawkins.

State of Oklahoma,
Tulsa County ss.

BEFORE ME W. G. Brockman a Notary Public

in and for said County and State on this 14th day of August 1909, personally appeared G. L. Hawkins, S. C. Hawkins and A. C. Hawkins 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 14, 1911.

(Seal)

W. G. Brockman

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,
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, \$

\$

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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 14 day of Aug A.D. 1909 at 9³⁰ o'clock A.M.

(Seal)

H. B. Walkley

Register of Deeds.