

## MORTGAGE OF REAL ESTATE

DORSEY Printing Company, Dallas, Texas

THIS INDENTURE Made this 2nd day of September A.D. 1909, between Hattie L. Mowery and C. F. Mowery  
 of 2 County, in the State of Oklahoma, of the first part, and Sarah Gibson  
 of Tulsa, Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said party of the first part, in consideration of Fifteen Hundred (1500.00) and no/100 Dollars (\$ 1500.00) the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto said parties of the second part of her heirs and assigns, the following described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

The northerly 25 feet of lot 7 in block 62 in the City of Tulsa  
Oklahoma, according to the Government survey and official  
plat thereof

DOLLARS

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 part of the first part have this day executed and delivered their certain promissory note of in writing to said part of the second part, described as follows:

60 notes of even date for \$25 each due in from 1 to 60 months respectively, with interest according to notes.

Now, if said part one of the first part shall pay or cause to be paid to said part two 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 two of the second part shall be entitled to possession of said premises. And the said part one 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 agree to pay the sum of \$525.00 over and above the amount of the note above described as collection and attorney's fees of note as per

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

C. F. Mowery.  
Hattie L. Mowery.

State of Oklahoma, } ss.  
Tulsa County }  
 BEFORE ME Arthur Farmer a Notary Public  
 in and for said County and State on this 2nd day of September 1909, personally appeared Hattie L. Mowery  
 and C. F. Mowery, her husband, to me known to be the identical person 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 29 1913. (Seal)

Arthur Farmer  
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.

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 2 day of Sep. A.D. 1909 at 10<sup>30</sup> o'clock at M.

(Seal)

H. W. Wadley

## Register of Deeds.