

COMPARISON

# MORTGAGE OF REAL ESTATE

~~DORSEY Printing Company, Dallas, Texas~~

State of Oklahoma  
County of Wagoner

Board of Wagoner

THIS INDENTURE Made this 1st day of September A.D. 1929, between Mattie Howard & Miriam Howard, her husband of Wagoner County, in the State of Oklahoma, of the first part, and P. C. Allen of Wagoner County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part <sup>1st</sup> of the first part, in consideration of other sum of Six hundred Dollars (\$ 600 ) the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto said part 4 of the second part 1st heirs and assigns, the following described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

assigns, the following described real estate, situated in \_\_\_\_\_ County, and State of Oklahoma, to-wit:

All the interest of first parties in the southeast quarter of section twenty-four (24), township eighteen (18) north, range thirteen (13) east, being the lands allotted to Francis Chisholm, deceased.

DOLLARS

TO HAVE AND TO HOLD The same unto the said part ~~of the second part~~ <sup>*the*</sup> ~~heirs and assigns,~~ together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, forever; and warrant ~~the title to the same~~ <sup>*the title to the same*</sup>.

PROVIDED ALWAYS, And these presents are upon this express condition, that whereas said Mattie Howard and Oliver Howard have this day executed and delivered their certain promissory note in writing to said party of the second part, described as follows: for six hundred dollars, due one year from this date, bearing interest from date until maturity at the rate of eight per centum per annum

And the first parties agree to keep the buildings insured for \$ —  
And the mortgagee agree to pay ten per cent attorney fees on foreclosure.

Now, if said part ~~of~~ of the first part shall pay or cause to be paid to said part ~~of~~ of the second part the 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 said ~~part of~~ 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~~ of the second part shall be entitled to possession of said premises. And the said part ~~of~~ of the first part for said consideration do.....hereby expressly waive ~~an~~ 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 parties of the first part have hereunto set their hands the day and year first above written.

Approved this September 1, 1909.

W. J. Drake

County Judge.

Mattie Howard

Samuel B. Howard.

State of Oklahoma,

County of Wagoner - County

SS.

BEFORE ME *Chas E Trumbull* a Notary Public

in and for said County and State on this 2 day of September 1999 personally appeared Emattie Howard

[illegible]

and Stewart Howard 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 herein set forth.

## 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,

**SS**

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, \$ \_\_\_\_\_

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 1 day of Sept A.D. 1909 at 3<sup>30</sup> o'clock P.M.

(Seal)

H. G. Walkley

## Register of Deeds.