

MORTGAGE OF REAL ESTATE

DORSEY Printing Company, De. Co., Tulsa

THIS INDENTURE Made this 14th day of January, A.D. 1909, between S.A. Hackett & Maud M. Hackett, his wife, of Tulsa County, in the State of Oklahoma, of the first part, and Lee Clinton of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of Four hundred & twenty five Dollars (\$425.00) the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto said party of the second part his heirs and assigns, the following described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

all of the south one half (1/2) of lot four (4) in Block twelve (12) in the Lindsay Second Addition to Tulsa, Okla., according to the recorded plat thereof. DOLLARS

TO HAVE AND TO HOLD The same unto the said party 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 S.A. Hackett & Maud M. Hackett have this day executed and delivered a certain promissory note in writing to said party of the second part, described as follows:

Tulsa Oklahoma Jan. 14 1909, 1909.
Six months after date or either of us promise to pay to the order of Lee Clinton of Tulsa, Oklahoma four hundred & twenty five dollars for value received legible & payable at Bank of Commerce Tulsa Oklahoma with out deprecation or discount with interest at the rate of 10 per cent per annum until paid & if interest is not paid annually to be compounded as principal & bear same rate of interest. The borrower & lenders severally waive presentation for payment protest and notice of protest of non payment of this note & agree that this note may be paid at any time & place without notice.
S.A. Hackett Maud M. Hackett

Now, if said parties of the first part shall pay or cause to be paid to said party 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 party of the second part shall be entitled to possession of said premises. And the said parties 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 parties of the first part have hereunto set their hand at the day and year first above written.

S.A. Hackett
Maud M. Hackett

State of Oklahoma,

Tulsa County } ss.

BEFORE ME Wm. Query, a Notary Public

in and for said County and State on this 14th day of January, 1909, personally appeared S.A. Hackett and Maud M. Hackett 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.

(Real)
My commission expires 2002 12 4 1911.

Wm. Query, Notary Public

ASSIGNMENT

Know All Men by These Presents:

THAT Lee Clinton County, in the State of Oklahoma, the within named Mortgage in consideration of the sum of Four hundred & twenty five DOLLARS to Lee Clinton in hand paid, the receipt whereof is hereby acknowledged, do hereby Assign, Transfer, Set Over and Convey unto Lee Clinton heirs and assigns the within Mortgage, 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 Lee Clinton hereunto set his hand this 14th day of January, 1909.

EXECUTED IN PRESENCE OF

State of Oklahoma,

Tulsa County } ss. This Assignment was filed for record on the 14th day of January, A.D. 1909 at 4 o'clock P.M., and duly recorded in Book 19 on page 19 of the 19 Register of Deeds.

RECEIPT.

RECEIVED OF Lee Clinton the within named Mortgagor the sum of Four hundred & twenty five DOLLARS, in full satisfaction of the within Mortgage.

FILED FOR RECORD On the 14 day of January, A.D. 1909 at 4 o'clock P.M.

Real Lee Clinton
Register of Deeds.