

MORTGAGE OF REAL ESTATE

MORSEY PUBLISHING COMPANY, DALLAS, TEXAS

THIS INDENTURE Made this 2nd day of November A.D. 1908, between John M. Ingram a widower of Tulsa County, in the State of Oklahoma, of the first part, and American Bank of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part of the first part, in consideration of Seven Hundred Thirty Dollars (\$730.00) the receipt of which is hereby acknowledged, do es by these presents Grant, Bargain, Sell and Convey unto said party of the second part its heirs and assigns, the following described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

East 1/2 of the South east 1/4 of the NE 1/4 north east 1/4 and the south west 1/4 of the south east 1/4 of the north east 1/4 all in Section One (1) Township 2 North of Range DOLLARS  
thirteen east containing thirty acre more or less.

TO HAVE AND TO HOLD The same unto the said party of the second part its 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 John M. Ingram has on this day executed and delivered his certain promissory note in writing to said party of the second part, described as follows:

730.00 Tulsa Okla Nov 2nd 1908  
One year after date with grace value received 2 me, or either of us promise to pay to the order of American Bank Seven Hundred thirty and no or dollars negotiable and payable without defalcation or discount with interest at ten per cent per annum from maturity until paid. The drawers endorse and guarantors severally and jointly payable to the order of the payee and the payee shall be entitled to the benefit of the homestead exemption and stay laws of the State of Oklahoma.

Now, if said part of the first part shall pay or cause to be paid to said part of the second part 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 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 party of the first part has hereunto set his hand the day and year first above written.

John M. Ingram

State of Oklahoma,  
Tulsa County ss.

BEFORE ME W. V. Biddison a notary public in and for said County and State on this 16th day of January 1909, personally appeared John M. Ingram and to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires 11-25 1911

W. V. Biddison

#### ASSIGNMENT

Know All Men by These Presents:

THAT John M. Ingram of Tulsa County, in the State of Oklahoma, the within named Mortgage in consideration of the sum of 730.00 and no DOLLARS to John M. Ingram in hand paid, the receipt whereof is hereby acknowledged, do hereby Sell, Assign, Transfer, Set Over and Convey unto John M. Ingram 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 his hand this 16th day of January 1909

EXECUTED IN PRESENCE OF

State of Oklahoma,  
Tulsa County ss.

This Assignment was filed for record on the 16th day of January A.D. 1909 at 1 o'clock P.M., and duly recorded in Book 16 on page 16 Fee, \$ 1.00

\$ 1.00

Register of Deeds.

#### RECEIPT.

RECEIVED OF John M. Ingram the within named Mortgagor the sum of 730.00 and no DOLLARS, in full satisfaction of the within Mortgage.

FILED FOR RECORD On the Jan day of 16 A.D. 1909 at 1 o'clock P.M.

W. V. Biddison  
Register of Deeds.