

DECEMBER 31 1909

MORTGAGE OF REAL ESTATE  
State of Oklahoma  
County of Tulsa

DORSET Printing Company, Dallas, Texas

THIS INDENTURE Made this 15th day of January, A.D. 1909, between Agnes Harris, a widow of Tulsa County, in the State of Oklahoma, of the first part, and W. H. May of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1 of the first part, in consideration of the sum of One Hundred and no/100 Dollars (\$100.00) the receipt of which is hereby acknowledged, do hereby presents Grant, Bargain, Sell and Convey unto said part 2 of the second part his heirs and assigns, the following described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

all that part of lot three (3) in block twenty one (21) in the City of Tulsa, Oklahoma as shown by the Government plat of said city which is not comprised in the right of way of the Katy Railroad, said parcel of ground being on the south of said DOLLARS Right of Way in said block aforesaid and being the only parcel of land in said block not comprised in the said Right of Way.

TO HAVE AND TO HOLD The same unto the said part 2 of the second part 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.

PROVIDED ALWAYS, And these presents are upon this express condition, that whereas said Agnes Harris has 1 this day executed and delivered her certain promissory note in writing to said part 2 of the second part, described as follows:

for \$100.00, due and payable one year after date, with interest at the rate of 10% per annum from date until paid and for attorney's fees in case default is made in the payment of the same.

and the first part agree to keep the building insured for \$1000.00 and the mortgagee agrees to pay \$25.00 attorney's fees on foreclosure.

Now, if said part 1 of the first part shall pay or cause to be paid to said part 2 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 2 of the second part shall be entitled to possession of said premises. And the said part 1 of the first part for said consideration do hereby expressly waive all appraisement of said Real Estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma.

IN WITNESS WHEREOF, The said part 1 of the first part has her hereunto set her hand the day and year first above written.

Agnes Harris

State of Oklahoma,  
County of Tulsa } ss.

BEFORE ME Pray Collins

in and for said County and State on this 18th day of January, A.D. 1909, personally appeared Agnes Harris, a widow

and Pray Collins to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires Dec 17, 1911

#### ASSIGNMENT

Know All Men by These Presents:

THAT Pray Collins of Tulsa County, in the State of Oklahoma, the within named Mortgagee in consideration of the sum of 100.00 and 100.00 DOLLARS to Agnes Harris in hand paid, the receipt whereof is hereby acknowledged, do hereby Sell, Assign, Transfer, Set Over and Convey unto Agnes Harris 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 her hereunto set her hand this 18th day of January, 1909.

EXECUTED IN PRESENCE OF

State of Oklahoma,  
County of Tulsa } ss.

This Assignment was filed for record on the 18th day of January, A.D. 1909 at 2 o'clock P.M.,

and duly recorded in Book 19 on page 19 Fee, \$ 1.00

Register of Deeds.

#### RECEIPT.

RECEIVED OF Pray Collins the within named Mortgagor the sum of 100.00 and 100.00 DOLLARS, in full satisfaction of the within Mortgage.

FILED FOR RECORD On the 18th day of January, A.D. 1909 at 2 o'clock P.M.

Pray Collins Register of Deeds.