

MORTGAGE OF REAL ESTATE

DORSEY Printing Company, De. Mo. 64001

THIS INDENTURE Made this 12th day of January, A.D. 1909, between J. M. Crutchfield & Nellie D. Crutchfield of Broken Arrow, Tulsa County, in the State of Oklahoma, of the first part, and S. M. Allen of Broken Arrow, Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of Eighteen Hundred (\$1800.00) Dollars 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:

The northeast quarter (1/4) of section twenty four (24) township eighteen (18) north, range fourteen (14) east, containing 16.0 acres more or less. 16.0 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 J. M. Crutchfield & Nellie D. Crutchfield have this day executed and delivered one certain promissory note in writing to said party of the second part, described as follows: Dated Broken Arrow, Oklahoma, January 2, 1909, due five years after date payable to the order of S. M. Allen for the sum of eighteen hundred dollars together with interest thereon at the rate of 8% per annum from date interest payable annually, both interest and principal payable at Broken Arrow, Oklahoma. It is further understood and agreed by and between the parties to this mortgage that the parties of the first part may have the privilege of paying the full amount of the principal sum of this mortgage on any interest paying date.

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.

J. M. Crutchfield
Nellie D. Crutchfield

State of Oklahoma, }
Tulsa County } ss. BEFORE ME W. S. Bailey a Notary Public
in and for said County and State on this 12th day of January, 1909, personally appeared J. M. Crutchfield
and Nellie D. Crutchfield to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he had executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.
(seal)
My commission expires June 3rd, 1912. W. S. Bailey, Notary Public

ASSIGNMENT

Know All Men by These Presents:

THAT J. M. Crutchfield & Nellie D. Crutchfield of Tulsa County, in the State of Oklahoma, the within named Mortgage in consideration of the sum of 1800.00 and 1800.00 DOLLARS to S. M. Allen in hand paid, the receipt whereof is hereby acknowledged, do hereby Sell, Assign, Transfer, Set Over and Convey unto S. M. Allen 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 12th day of January, 1909.

EXECUTED IN PRESENCE OF

State of Oklahoma, }
Tulsa County } ss. This Assignment was filed for record on the 19th day of January, A.D. 1909 at 2 o'clock P.M.
and duly recorded in Book 19 on page 19 Fee, \$ 1.00
\$ 1.00 1909 Register of Deeds.

RECEIPT.

RECEIVED OF S. M. Allen the within named Mortgagor the sum of 1800.00 and 1800.00 DOLLARS in full satisfaction of the within Mortgage.

FILED FOR RECORD On the 19th day of Jan., A.D. 1909 at 2 o'clock P.M.

(seal) W. S. Bailey
Register of Deeds.