

MORTGAGE OF REAL ESTATE

MORSEY PRINTER COMPANY, OKLA. TERR.

THIS INDENTURE Made this 15th day of December, A.D. 1908, between Ella M. Daniel of Tulsa County, in the State of Oklahoma, of the first part, and P. B. Boone, Jr. of Osage County, in the State of Oklahoma, of the second part:

WITNESSETH, That said party of the first part, in consideration of the sum of Three hundred twenty four 1/2 Dollars (\$324.50) the receipt of which is hereby acknowledged, do sell by these presents Grant, Bargain, Sell and Convey unto said party of the second part her heirs and assigns, the following described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

South one half of lot number one (1) in Block thirty two (32) in the original town of Tulsa, state of Oklahoma, according to the plat thereof

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

\$224.19 Pawhuska, Oklahoma December 15th, 1908.  
On the 15th day of January 1909, without grace, we each as principals, promise to pay to the order of P. B. Boone, Jr. of Pawhuska, three hundred twenty four and 1/2 dollars, for value received, with interest after date at 10 per cent. per annum, payable annually, the maker and endorser of this note hereby severally waive presentment, notice of non-payment, protest and notice thereof, and if suit is begun judgment may be taken for an additional \$22.41 for attorneys fees, and hereby waive all suits to make payment hereon affecting personalty, and all stay, valuation and appraisement laws of this State. Ella M. Daniel

Now, if said party of the first part shall pay or cause to be paid to said party of the second part her 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 party of the first part for said consideration does hereby expressly waive an appraisal 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 her hand the day and year first above written.

Ella M. Daniel

State of Oklahoma,

Osage County ss. BEFORE ME Preston A. Shuman, a Notary Public in and for said County and State on this 5th day of January 1909, personally appeared Ella M. Daniel 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 Feb. 5 1911.

Preston A. Shuman  
Notary Public

#### ASSIGNMENT

Know All Men by These Presents:

THAT Ella M. Daniel of Osage County, in the State of Oklahoma, the within named Mortgagee in consideration of the sum of Three hundred twenty four 1/2 Dollars to her in hand paid, the receipt whereof is hereby acknowledged, do hereby Sell, Assign, Transfer, Set Over and Convey unto her 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 her hand this 5th day of January 1909.

EXECUTED IN PRESENCE OF

State of Oklahoma,

Osage County ss. This Assignment was filed for record on the 5th day of January, A.D. 1909 at 5 o'clock P. M., and duly recorded in Book 10 on page 10 Fee, \$1.00 Register of Deeds.

#### RECEIPT.

RECEIVED OF Ella M. Daniel the within named Mortgagor the sum of Three hundred twenty four 1/2 Dollars, in full satisfaction of the within Mortgage.

FILED FOR RECORD On the 22 day of January, A.D. 1909 at 5 o'clock P. M.

Shuman

H. B. Wadley

Register of Deeds.