

## MORTGAGE OF REAL ESTATE

## HORSESHOE FINING COMPANY, INC.

THIS INDENTURE Made this 19th day of January, A.D. 1909, between H. K. King and Naomi Kiesel his wife  
of Dallas County, in the State of Oklahoma, of the first part, and John A. Burt  
of Oklahoma County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of One Hundred Eighty - and 20/100 Dollars (\$ 180.00) 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:

assigns, the following described Real Estate, situated in Indian County, and State of Oklahoma, to-wit:

Lot Four (4) and the Northerly Fifty (50) Feet of Lot Five (5) in Block Forty-five (45)  
in the City of Tulsa, Oklahoma, according to the government plat and survey thereof

The above is a second mortgage on the above described Real Estate

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 H. Russell and Jennie Russell  
have this day executed and delivered a certain promissory note in writing to said part 2 of the second part, described as follows:

\$180.<sup>00</sup> January 19th 1909. On or before three years after date, or value received, I, we or either of us promise to pay to the order of John A. Bush One Hundred Eighty and  $\times$  100/100 Dollars, at American Bank Note Co., with interest at the rate of eight per cent per annum semi payable annually from date until paid. The interest if not paid when due to become as principal and bear the same rate of interest and in case this note is collected by an attorney or by legal proceedings - a gain to pay an additional sum of ten per cent on the amount of the note as attorney's fees.

H. Thuesen

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 abatement 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<sup>o</sup> of the first part ha<sup>e</sup> hereunto set.....hand.....the day and year first above written.

State of Oklahoma, } ss.  
Tulsa County }

BEFORE ME I, A. Carlos a Notary Public

in and for said County and State on this 19 day of January, 1929, personally appeared H. Kruisel  
and Marian Kruisel his wife 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.

My commission expires... Dec 14 ... 19//.

## ASSIGNMENT

## Know All Men by These Presents:

THAT.....of.....County, in the State of Oklahoma, the within named Mortgage.....in consideration of the sum of.....and.....DOLLARS to.....in hand paid, the receipt whereof is hereby acknowledged, do.....hereby Sell, Assign, Transfer, Set Over and Convey unto.....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 ha.....hereunto set.....hand this.....day of.....19.....

EXECUTED IN PRESENCE OF

State of Oklahoma, } ss.  
County }

County \_\_\_\_\_ This Assignment was filed for record on the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 19\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ M.,  
and duly recorded in Book \_\_\_\_\_ on page \_\_\_\_\_ Fee, \$ \_\_\_\_\_  
\$ \_\_\_\_\_ 19 \_\_\_\_\_ Register of Deeds.

## Register of Deeds.

RECEIPT.

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

FILED FOR RECORD On the 21 day of June A.D. 1909 at 9<sup>30</sup> o'clock AM.

## Register of Deeds.