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MORTGAGE OF REAL ESTATE

DORSET Printing Company, Dallas, Texas

THIS INDENTURE Made this 26th day of September, A.D. 1908, between L. L. Lewis of Tulsa County, in the State of Oklahoma, of the first part, and Jessie Hickory of Tulsa County, in the State of Oklahoma, of the second part.

WITNESSETH, That said part 1 of the first part, in consideration of Twenty five hundred and fifty 500/100 Dollars (\$1,250.00) the receipt of which is hereby acknowledged, does by these presents Grant, Bargain, Sell and Convey unto said part 2 of the second part her heirs and assigns, the following described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

Any undivided one half interest (undivided 1/2) in and to Lots numbers one (1) two (2) and three (3) in the North West quarter (NW 1/4) of Section Number thirteen (13) in Township Number Nineteen (19) North and Range Number Twelve (12) East containing twenty acres more or less, according to the United States Government Survey less that portion contained in the right of way of the Midland Valley Railroad Company if any.

TO HAVE AND TO HOLD The same unto the said part 2 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 L. L. Lewis had this day executed and delivered two certain promissory notes in writing to said part 2 of the second part, described as follows:

One note for \$625 dated September 26th 1908, due one year from date with interest on principal sum at the rate of eight per cent per annum from date until paid and
One note for \$625 dated September 26th 1908, due two years from date with interest on principal sum at the rate of eight per cent per annum from date until paid, interest payable annually, such of the above described notes containing stipulation for a additional sum of ten per cent if note collected by an attorney by legal proceedings

Now, if said part 1 of the first part shall pay or cause to be paid to said part 2 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 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 does 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 part 1 of the first part has hereunto set his hand the day and year first above written.

State of Oklahoma,
Tulsa County ss.

BEFORE ME

Robt E. Lynch a Notary Public in and for said County and State on this 30 day of September, 1908, personally appeared L. L. Lewis, and her 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 July 2nd 1910.

ASSIGNMENT

Know All Men by These Presents:

THAT Jessie Hickory of Tulsa Oklahoma, Tulsa County, in the State of Oklahoma, the within named Mortgagee in consideration of the sum of One dollar and other valuable considerations DOLLARS to me in hand paid, the receipt whereof is hereby acknowledged, do hereby Sell, Assign, Transfer, Set Over and Convey unto John F. Hagans and his heirs and assigns, the within Mortgage Deed, the real estate conveyed, and the promissory notes, 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 19th day of January, 1909.

Witness to mark by
EXECUTED IN PRESENCE OF

Thomas Hickory Paul C. Meyer

State of Oklahoma,
Tulsa County ss.

On this 19th day of January, 1909, personally appeared before me the undersigned, a Notary Public in and for said State and County, Jessie Hickory, to me known to be the identical person who executed the foregoing assignment of Mortgage, who acknowledged to me that she executed said assignment as her free and voluntary act and deed for the uses and purposes therein set forth. My Commission Expires Dec 7th 1912. (Seal) Paul C. Meyer, Notary Public

RECEIPT.

RECEIVED OF the within named Mortgagee the sum of 1 and 00 DOLLARS, in full satisfaction of the within Mortgage.

FILED FOR RECORD On the 31 day of Jan'y, A.D. 1909 at 4 o'clock P. M.

(Seal)

W. H. Thacker
Register of Deeds.