

COMPARED

MORTGAGE OF REAL ESTATE

LORNEY F. HARRIS COMPANY, INC., TEXAS

THIS INDENTURE Made this 20 day of January, A.D. 1909, between S. E. Dunn & Lotta H. Dunn, his wife of Tulsa County, in the State of Oklahoma, of the first part, and Barry Collins of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1st of the first part, in consideration of One Hundred & Eighty-nine & 9/100 Dollars (\$159.90) the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto said part 2nd of the second part his heirs and assigns, the following described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

Lot two (2) in Block two (2) George B. Perryman's Addition to the City of Tulsa, Okla. according to recorded plat thereof.
Given subject to a mortgage of \$16.00 given to
C. C. Collins of even date herewith. DOLLARS

TO HAVE AND TO HOLD The same unto the said part 2nd 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 S. E. Dunn & Lotta H. Dunn, his wife have this day executed and delivered 6 certain promissory notes in writing to said part 2nd of the second part, described as follows:

Dated Jan. 20, 1909 for \$26.65 each payable in 6-12-18-24-30-36
months, respectively, with interest from maturity at 8 percent.

Now, if said part 1st of the first part shall pay or cause to be paid to said part 2nd 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 2nd of the second part shall be entitled to possession of said premises. And the said part 1st of the first part for said consideration do hereby expressly waive any 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 part 1st of the first part have hereunto set their hands the day and year first above written.

S. E. Dunn
Lotta H. Dunn

State of Oklahoma, Tulsa County ss. BEFORE ME G. G. Dunn a Notary Public in and for said County and State on this 22nd day of January, 1909, personally appeared S. E. Dunn and Lotta H. Dunn 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 Nov. 12, 1912.

ASSIGNMENT

Know All Men by These Presents:

THAT S. E. Dunn & Lotta H. Dunn of Tulsa County, in the State of Oklahoma, the within named Mortgagee, in consideration of the sum of 159.90 Dollars, to Barry Collins in hand paid, the receipt whereof is hereby acknowledged, do hereby Sell, Assign, Transfer, Set Over and Convey unto his 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 23 day of January, 1909.

EXECUTED IN PRESENCE OF

State of Oklahoma, Tulsa County ss. This Assignment was filed for record on the 23 day of January, A.D. 1909 at 1:00 o'clock P. M., and duly recorded in Book 100 on page 100 Fee, \$1.00
 \$1.00 Register of Deeds.

RECEIPT.

RECEIVED OF Barry Collins the within named Mortgagor the sum of 159.90 Dollars, in full satisfaction of the within Mortgage.

FILED FOR RECORD On the 23 day of January, A.D. 1909 at 1:00 o'clock P. M.

Herbert Kay
Real Register of Deeds.