

MORTGAGE RECORD, No. 57.

FROM	State of Oklahoma, Tulsa County, ss.
TO	This instrument was filed for record on the <u>23</u> day of <u>Sept</u> A. D. 19 <u>09</u> , at <u>11</u> o'clock <u>A</u> . M.
COMPARED	Fees, \$ <u> </u>
	By <u>(Seal)</u> <u>H. B. Walkley</u> Deputy Register of Deeds.

MORTGAGE OF REAL ESTATE.—SAML DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 1978.

THIS INDENTURE, Made this 21st day of September A. D. 1909, between E. A. Ross & Emilie A. Ross (his wife) of Panama, Washington County, in the State of Oklahoma, of the first part, and T. J. McManus of Tulsa, Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1st of the first part, in consideration of One thousand (\$1,000.00) Dollars (\$),

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 one (1) and north half of lot two (2) Block eleven (11) in Lindsay's second addition to Tulsa, Oklahoma 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 E. A. Ross & Emilie A. Ross have this day executed and delivered one certain promissory note, in writing to said part 1st of the second part, described as follows:

Copy of note: Tulsa, Okla. Sept. 21st, 1909. One or before two years after date, I promise to pay to the order of T. J. McManus, at Tulsa Oklahoma, One thousand and no/100 Dollars, for value received, negotiable and payable without defalcation or discount, with interest from date to the rate of nine (9) per centum per annum until paid, and if interest be not paid annually to become principal and bear the same rate of interest. Parties of the first part agree to keep the above property fully insured in some good fire insurer and in favor of above mortgagee.

Now, if said part 1st of the first part shall pay or cause to be paid to said part 1st 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...of the second part shall be entitled to the possession of said premises. And the said part...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 part 1st of the first part have hereunto set their hands the day and year first above written.

E. A. Ross
Emilie A. Ross

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me Allen Holt Notary Public in and for said County and State on this 22nd day of September, 1909, personally appeared E. A. Ross and Emilie A. Ross (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 April 13th 1913. (Seal) Allen Holt Notary Public

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

This assignment was filed for record on the day of A. D. 19 , at o'clock M. Fee, \$

Register of Deeds.

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RECEIPT.

Received of the within-named mortgagor the sum of and DOLLARS, in full satisfaction of the within mortgage.