

COMPARED

## MORTGAGE RECORD

# 32396

BAMF. DODSWORTH BOOK CO., LAYENWORTH, KAN. No. 21051

## MORTGAGE OF REAL ESTATE

THIS INDENTURE, Made this ninth day of May, A. D. 1911, between Geo. W. Allman and Eliza Allman of Tulsa County, in the State of Oklahoma, of the first part, and E. E. Lowry of Dawson County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1 of the first part, in consideration of Twenty and no/100 Dollars (\$ 20.00 ), the receipt of which is hereby acknowledged, do... by these presents grant, bargain, sell and convey unto said part 1 of the second part, his heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: Lot No. Nineteen (19) and Twenty (20) in Block No. Thirty-one (31) in Dawson, Okla. as per recorded amended plat thereof DOLLARS,

TO HAVE AND TO HOLD THE SAME unto the said part 1 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 Geo. W. Allman and Eliza have this day executed and delivered 1 certain promissory note in writing to said part 1 of the second part, described as follows:

\$ 20.00 Dawson, Okla., May 9, 1911.  
August 9th 1911 after date we promise to pay  
to the order of E. E. Lowry, Twenty and no/100 Dollars  
for value received negotiable and payable without  
deduction or discount and with interest from May 9,  
1911 at the rate of five percent per annum and if the  
interest is not paid annually to become as principal  
and bear the same rate of interest  
no. Due Aug. 9, 1911.

Now, if said part 1 of the first part shall pay or cause to be paid to said part 1 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 1 of the second part shall be entitled to the possession of said premises. And the said part 1 of the first part for said consideration do 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 part 1 of the first part has hereunto set their hand the day and year first above written.

Geo. W. Allman  
Eliza Allman

## STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, Geo. J. Rhyme Notary Public  
in and for said County and State, on this 9th day of May, 1911, personally appeared

Geo. W. Allman and Eliza Allman  
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 March 10, 1913  
(Seal) Geo. J. Rhyme Notary Public

## ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That Geo. W. Allman and Eliza Allman of Tulsa County, in the State of Oklahoma, the within-named mortgagor, in consideration of the sum of Twenty and no/100 Dollars, to E. E. Lowry 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 mortgage... has hereunto set his hand this 9th day of May, 1911.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 22 day of June, A. D. 1911, at 10:45 o'clock A.M. Fee, \$    Register of Deeds.

## RECEIPT

Received of E. E. Lowry the within-named mortgagor, the sum of Twenty and no/100 Dollars, in full satisfaction of the within mortgage.

## STATE OF OKLAHOMA, TULSA COUNTY, ss.

This instrument was filed for record on the 22 day of June, A. D. 1911, at 10:45 o'clock A.M. Fees, \$   

By (Seal) Deputy.