

MORTGAGE OF REAL ESTATE

THIS INDENTURE, Made this 17th day of May, A. D. 1911, between
Hugh Gary, of Tulsa County, in the State of
Oklahoma, of the first part, and
J. G. Walters, of Tulsa County, in the State of
Oklahoma, of the second part:

WITNESSETH, That said part of the first part, in consideration of
Five Hundred and 70/100 Dollars
the receipt of which is hereby acknowledged, do hereby presents grant, bargain, sell and convey unto said part 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. Thirteen in block No. Thirty Five (35)
Lot No. Six (6) in block No. Forty Four and a
rectangular strip five feet wide and
extending full length of lot Seven (7) of the
East side of said lot, in block Forty Four (44)
all being in the original town of Broken
Arrow Oklahoma,

TO HAVE AND TO HOLD THE SAME unto the said part 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 Hugh Gary

has this day executed and delivered two certain promissory notes in writing to said part of the second part, described as follows: Series attached
No. 1 - \$300.00
One before one year after date, without demand, notice of protest, we or either
of us and principal, promise to pay to the order of J. G. Walters three hundred
and no/100 Dollars for value received negotiable and payable and with interest
at the rate of eight per cent per annum, until paid. All of the interest is to be paid
annually, it shall become a part of the principal and bear the same
rate of interest. The makers, sureties and endorser waive demand
notice and protest and agree to let the time of payment be extended without
our consent from time to time until paid. In case this note is placed
in the hands of an attorney for collection, we agree to pay \$25.00
additional as attorney's fee. Failure of either party to pay \$25.00
of any multiple thereof and interest on said amount to cease on date of payment

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

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, A. L. Laws, Notary Public.
in and for said County and State, on this 18 day of May, 1911, personally appeared
Hugh Gary, and
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 March 28 1912 A. L. Laws Notary Public.

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:
That
in the State of Oklahoma, the within-named mortgage in consideration of the sum of
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 has hereunto set his hand this day of

EXECUTED IN PRESENCE OF

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

RECEIPT

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

STATE OF OKLAHOMA, TULSA COUNTY, ss.

This instrument was filed for record on the day of July, A. D. 1911, at
Fees, \$ H. C. Walkley Register of Deeds.
By Deputy.

No - \$200.00 Broken Arrow Okla. May 17th 1911 or before two years after date, without demand, notice
or protest, we or either of us and principal, promise to pay to the order of J. G. Walters two hundred
and no/100 Dollars for value received negotiable and payable and with interest
at the rate of eight per cent per annum, until paid. All of the interest is to be paid
annually, it shall become a part of the principal and bear the same
rate of interest. The makers, sureties and endorser waive demand
notice and protest and agree to let the time of payment be extended without
our consent from time to time until paid. In case this note is placed
in the hands of an attorney for collection, we agree to pay \$25.00
additional as attorney's fee. Failure of either party to pay \$25.00
of any multiple thereof and interest on said amount to cease on date of payment