

COMPARED

MORTGAGE RECORD

33959

SAML DODD WORTH BOOK CO., LEAVENWORTH, KAN. No. 21054

MORTGAGE OF REAL ESTATE

THIS INDENTURE, Made this 29th day of August, A. D. 1911, between
Charles L. Brown and Hiram E. Ellingwood of Tulsa County, in the State of
 Oklahoma, of the first part, and S. R. Lewis of Tulsa County, in the State of
 Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of Eight Hundred Dollars (\$ 800.00),
 the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said party of the second part, his heirs and
 assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:
The East one-half of the Southeast Quarter of
Section 10 in Township Twenty-two (22)
North Range Thirteen (13) East, containing 80 acres, more or less, Dollars

TO HAVE AND TO HOLD THE SAME unto the said party 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 parties of first part
 have this day executed and delivered their certain promissory note in writing to said party of the second part, described as follows:

Dated at Tulsa, Oklahoma, August 29, 1911,
due on or before November 1, 1912, for value received,
and calling for the sum of \$ 800.00 with interest
thereon at the rate of eight per cent per annum
from date until paid, and payable to the order of said
S. R. Lewis, at National Bank of Commerce, Tulsa
Oklahoma, and signed by the parties of the first
part.

Now, if said party of the first part shall pay or cause to be paid to said party 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 party of the second part shall be entitled to the
 possession of said premises. And the said party of the first part for said consideration do hereby expressly waive an appraisement of said real estate and all benefit
 of the homestead exemption and stay laws of the State of Oklahoma.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands the day and year first above written.

Charles L. Brown,
Hiram E. Ellingwood

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, J. D. Ward a Notary Public
 in and for said County and State, on this 29th day of August, 1911, personally appeared
Charles L. Brown and Hiram E. Ellingwood
 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 25th 1912 J. D. Ward Notary Public

ASSIGNMENT

That Charles L. Brown of Tulsa County,
 in the State of Oklahoma, the within-named mortgagor, in consideration of the sum of 800.00 DOLLARS,
 to S. R. Lewis 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 29th day of August, 1911.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 31st day of Aug, A. D. 1911, at 3:50 o'clock P. M. Fee, \$ 0.50 Register of Deeds.

RECEIPT

Received of S. R. Lewis the within-named mortgagor, the sum of 800.00 DOLLARS,
 in full satisfaction of the within mortgage.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

This instrument was filed for record on the 31st day of Aug, A. D. 1911, at 3:50 o'clock P. M.
 Fees, \$ 0.50

By H. O. Walkley Deputy.

(Seal)