

## MORTGAGE RECORD

## MORTGAGE OF REAL ESTATE

THIS INDENTURE, Made this 25th day of September, A. D. 1911, between Lucy Morgan and Clem Morgan her husband of Tulsa County, in the State of Oklahoma, of the first part, and W. S. Brockman 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 Thousand Dollars (\$ 1000. ), the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 1st 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 Half (1/2) of North East Quarter (1/4) of Section Twenty-three (23) in Township Nineteen (19) North, and Range Fourteen (14) East

TO HAVE AND TO HOLD THE SAME unto the said part 1st 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 the first part have this day executed and delivered one certain promissory note in writing to said part 1st of the second part, described as follows:

\$1000. Tulsa, Oklahoma, Sept. 25, 1911.  
One year after date, for value received, we promise to pay to the order of W. S. Brockman, One Thousand dollars, (\$1000.) at Tulsa, Oklahoma with 10% interest from date until paid. If this note is not paid when due and is collected by an attorney or by suit, principals agree to pay an attorneys fee for the collection of sum, ten dollars and ten percent of the amount remaining unpaid.  
Signed Lucy Morgan  
Clem Morgan

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 1st of the second part shall be entitled to the possession of said premises. And the said part 1st of the first part for said consideration do hereby expressly waive an abatement 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.

The signature of Clem Morgan was written by me in his presence and Lucy Morgan at his request & he attached his mark to Clem Morgan, other witnesses to make, Ed Williams, Nettie McIntosh  
 STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, T. D. Evans

in and for said County and State, on this 25th day of September, 1911, personally appeared Lucy Morgan and Clem Morgan, her husband 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 Jan 31 1915 T. D. Evans

KNOW ALL MEN BY THESE PRESENTS:

## ASSIGNMENT

That of County, in the State of Oklahoma, the within-named mortgagor, 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 mortgage 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.

## RECEIPT

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

STATE OF OKLAHOMA, TULSA COUNTY, ss.

This instrument was filed for record on the 25 day of Sep, A. D. 1911, at 120 o'clock P M.

Fees, \$ By H. O. Walkley Register of Deeds.

Deputy. (Seal)