

# MORTGAGE RECORD, No. 57.

FROM

State of Oklahoma, Tulsa County, ss.

TO

This instrument was filed for record on the 1st day of Sept A. D. 1909, at 2:30 o'clock P.M.

Fees, \$

By Chad Deputy.

MORTGAGE OF REAL ESTATE.—SAME DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 19788.

THIS INDENTURE, Made this 31st day of August, A. D. 1909, between M.D. Hamilton and Julia M. Hamilton, his wife, of Tulsa County, in the State of Oklahoma, of the first part, and J.M. McGregor of Garfield County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1st of the first part, in consideration of Two hundred, eight 6/100 Dollars (\$ 208.60), 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, three, four, five, twelve, fourteen, fifteen and seventeen (1, 3, 4, 5, 12, 14, 15 and 17) in Block number four (4) in the town of Jencks, Oklahoma, according to the plat and survey filed May 1909. 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 M.D. Hamilton has this day executed and delivered 41 certain promissory note in writing to said part 2nd of the second part, described as follows:

Amount \$208.60 dated Aug 31, 1909. Payable Aug 31, 1910 with interest at the rate of ten percent from date until fully paid.

For value received, I acknowledge satisfaction and payment in full of the within mortgage, and same is hereby released.

J.M. McGregor Signed and acknowledged before me Sept 1-1909

H.C. Warkley Register of Deeds

Now, if said part 1st of the first part shall pay or cause to be paid to said part 2nd 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 2nd 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 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 1st of the first part has hereunto set their hand and the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me Henry Harnacker Notary Public in and for said County and State of this 1st day of September, 1909, personally appeared Julia M. Hamilton his wife, to me known to be the identical person 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 Aug 21, 1910 (Chad) Henry Harnacker Notary Public

## ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS: That Chad of Tulsa County, in the State of Oklahoma, the within-named mortgage in consideration of the sum of 208.60 DOLLARS, to Chad 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 has hereunto set his hand this 1st day of September, 1909.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 1st day of September, A. D. 1909, at 2:30 o'clock P.M. Fee, \$

Register of Deeds.

## RECEIPT.

Received of Chad the within-named mortgagor the sum of 208.60 DOLLARS, in full satisfaction of the within mortgage.

State of Oklahoma ss Before me James B. Quackenbush Notary Public in and for said County and State on this 7th day of September 1909 personally appeared M.D. Hamilton and Julia M. Hamilton his wife and they 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 Sept 19-1913 (Chad) James B. Quackenbush Notary Public