

## MORTGAGE RECORD, No. 57.

FROM

State of Oklahoma, Tulsa County, ss.

COMPARED

TO

This instrument was filed for record on the 1 day of Feb A. D. 1909, at 8 o'clock A.M.

Fees, \$.....

H. H. Walkley  
Seal  
Register of Deeds.

By..... Deputy.

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

THIS INDENTURE, Made this 28 day of October, A. D. 1909, between Lula F. Huston of the first part, and Bank of America of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1 of the first part, in consideration of Five Hundred Dollars Dollars (\$ 500.00), the receipt of which is hereby acknowledged, do hereby these presents, grant, bargain, sell and convey unto said part 1 of the second part their heirs and assigns, the following-described Real Estate, situated in Tulsa County County, and State of Oklahoma, to-wit: one-half of the north-west quarter of Section 12 east of the Indian base and Township 36 North Range 12 East County Oklahoma according to the United States survey thereof DOLLARS.

TO HAVE AND TO HOLD THE SAME unto the said part 1 of the second part their 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 Lula F. Huston and J. M. Huston ha 5 this day executed and delivered a certain promissory note in writing to said part 1 of the second part, described as follows: 8500.00 Bank of America Oct-25-1909 One year after date the or either of us each as principal responsible to pay to the order of Bank of America Five hundred dollars \$500.00 for value received negotiable and payable at Bank of America Tulsa Oklahoma subject to interest at 10% per annum from maturity until paid. The makers and signers and endorsers each severally make payment for payment, notice of non payment protest and note and further liable to any demands or extensions without further notice due Oct 28-1910 signed J. M. Huston husband of Lula F. Huston

Now, if said part 1 of the first part shall pay or cause to be paid to said part 1 of the second part their 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 ha 5 herunto set their hand 5 the day and year first above written.

Lula F. Huston  
J. M. Huston

## STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me Herschel B. Hamilton notary Public in and for said County and State on this 28 day of October, 1909, personally appeared Lula F. Huston and J. M. Huston husband and 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. Seal Herschel B. Hamilton  
My commission expires April 5 1910.

## ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS: That..... of..... County, in the State of Oklahoma, the within-named mortgage..... 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 mortgagee 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.

\$.....

19.....

## RECEIPT.

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