

## MORTGAGE RECORD, No. 57.

FROM

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 11 day of March A. D. 1909 at 4 o'clock P. M.

Fees, \$

By Seal H. G. Walkley Register of Deeds. Deputy.

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

THIS INDENTURE, Made this 1st day of September, A. D. 1909, between

Joseph T. Barnes and Ella Barnes, his wife, of Tulsa County, in the State of Oklahoma, of the first part, and James Rowe, of Pecos County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of Two Hundred and no/100 Dollars (\$200.00), the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said parties of the second part, his heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

Lots numbered three (3) and four (4) in Block numbered eight (8) in the incorporated town of Anawaco, Okla. according to the U. S. Government survey thereof. DOLLARS,

TO HAVE AND TO HOLD THE SAME unto the said parties 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 Joseph T. Barnes

has at this day executed and delivered unto certain promissory notes in writing to said parties of the second part, described as follows: Anawaco, Oklahoma, Sept 1st 1909. On or before September 15th 1910. I promise to pay to James Rowe or order, the sum of two hundred Dollars (\$200.00) with interest at the rate of six per cent per annum, from date made payable, interest payable annually. This note is secured by a real estate mortgage of even date herewith, and lots No. 3 and 4, in Block No. 8 in the town of Anawaco, Oklahoma.

The second note is identical with the one above mentioned, except that it is payable "On or before September 15th 1911."

Now, if said parties of the first part shall pay or cause to be paid to said parties of the second part, his heirs or assigns, said sum of money in the above-described notes 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 parties of the second part shall be entitled to the possession of said premises. And the said parties 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 hand the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, the undersigned, Secretary Public, in and for said County and State on this 11th day of September, 1909, personally appeared Joseph T. Barnes and Ella Barnes, his wife, 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 Dec. 28, 1911. 1909. Hayward Hayden, Secretary Public.

## 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 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, has hereunto set hand this day of 1909.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the day of A. D. 1909, at o'clock M. Fee, \$

Register of Deeds.

## RECEIPT.

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