

MORTGAGE RECORD, No. 57.

FROM

State of Oklahoma, Tulsa County, ss.

TO

This instrument was filed for record on the 22 day
of Nov A. D. 1909, at 9 o'clock A. M.

Fees, \$

By

Deputy.

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

THIS INDENTURE, Made this 11th day of November, A. D. 1909, between William M. Glare and wife Elizabeth Glare of Tulsa County, in the State of Oklahoma, of the first part, and James H. Jones of Washington D. C. County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part of the first part, in consideration of One thousand

Dollars (\$1,000.00),

the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said part of the second part his heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

Forty-five (45) feet of lot two (2) in block fifty-four, according to the original plat of the City of Tulsa.

DOLLARS,

TO HAVE AND TO HOLD THE SAME unto the said part 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 William M. Glare and wife Elizabeth Glare have this day executed and delivered their certain promissory note in writing to said part of the second part, described as follows:

One promissory note of one thousand dollars, dated November 11-1911.
One interest note of forty dollars, due May 11, 1910.
November 11-1910.
May 11-1911.
November 11-1911.

Now, if said part of the first part shall pay or cause to be paid to said part 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 of the second part shall be entitled to the possession of said premises. And the said part of the first part for said consideration do hereby expressly waive an appraisalment 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 of the first part has hereunto set their hand at the day and year first above written.

William M. Glare
Elizabeth Glare
STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, C. D. Baggerhall, Notary Public, in and for said County, and State on this 11th day of November, 1909, personally appeared William M. Glare and Elizabeth Glare, 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 May 14, 1911.

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 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 and DOLLARS, in full satisfaction of the within mortgage.

State of Missouri, County of Livingston, ss. Before me, William J. Dunbar, a Notary Public in and for said County and State on this 15 day of Nov. 1909, personally appeared Elizabeth Glare, who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.
(William J. Dunbar, Notary Public, State of Missouri, expires Jan. 15, 1910.)