

MORTGAGE RECORD, No. 57.

FROM

State of Oklahoma, Tulsa County, ss.

TO

This instrument was filed for record on the 27 day
of Nov A. D. 1909, at 2 o'clock P. M.
Fees, \$.....

By..... Deputy.

Heinrich
Register of Deeds.

MORTGAGE OF REAL ESTATE.—BANK DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 10788.

THIS INDENTURE, Made this 27 day of November, A. D. 1909, between William J. Twist of Tulsa County, in the State of Oklahoma, of the first part, and Clarence L. Boyd of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1 of the first part, in consideration of One thousand Three hundred and Dollars (\$1,375.00), the receipt of which is hereby acknowledged, do hereby these presents, grant, bargain, sell and convey unto said part 2 of the second part, his heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: North-east quarter of north-east quarter of the north-east quarter of section twenty (20) Township twenty (20) North Range Twelve (12) East containing ten acres.

TO HAVE AND TO HOLD THE SAME unto the said part 2 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 J. Twist has this day executed and delivered 13.75 certain promissory note in writing to said part 2 of the second part, described as follows:

Eleven months after date for value received I promise to pay to Clarence L. Boyd or order one thousand and three hundred and seventy five dollars at bank of Commerce Tulsa Okla to bear interest at the rate of 7% per annum from date and further hereby agree that if this note is not paid when due to pay all costs necessary for collection including ten per cent for attorneys fee Due Oct 27 1910 Signed William J. Twist

Now, if said part 1 of the first part shall pay or cause to be paid to said part 2 of the second part, his heirs or assigns, said sum of money in the above-described note, 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 2 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 has hereunto set his hand the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, James B. Tucker Notary Public in and for said County and State on this 27 day of November, 1909, personally appeared William J. Twist and Clarence L. Boyd 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 April 19 1913.

James B. Tucker
Notary Public Seal

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..... 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.

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

Clarence L. Boyd

Signed and acknowledged before me May 19 1910

W. A. Tucker
Register of Deeds.