

## MORTGAGE RECORD, No. 57.

FROM

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 14 day of Sept A. D. 1909 at 3:20 o'clock P. M.

Fees, \$

H. B. Walkey

Register of Deeds.

By (Seal)

Deputy.

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

THIS INDENTURE Made this 13 day of September, A. D. 1909, between J. W. Dickerson and Emily Dickerson, his wife of Tulsa County, in the State of Oklahoma, of the first part, and Clarence Lloyd of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH That said part 1 of the first part, in consideration of Two hundred and twenty Dollars (\$220.00), the receipt of which is hereby acknowledged, do by 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: Lot numbered eight (8) in the Clarence Lloyd Sub addition to the City of Tulsa, Oklahoma, and located in the original 19 acre allotment of Clarence Lloyd described as follows: N.E. 1/4 of 16 of 76 of Section 35 Township 22 N. Range 12 E. County of Tulsa State of Oklahoma

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 first party has this day executed and delivered at certain promissory note in writing to said part 2 of the second part, described as follows: \$220.00 Tulsa Okla. September 13, 1909. Nine years after date for value received I promise to pay to Clarence Lloyd or order two hundred and twenty and 1/4 of one dollar at Central National Bank, Tulsa, with 8% interest from date and 10% attorney's fees

Signed J. W. Dickerson  
Emily Dickerson

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 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 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 their hands the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me James B. Rucker Notary Public in and for said County and State on this 14 day of September, 1909, personally appeared J. W. Dickerson and Emily Dickerson, 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 April 19, 1913. (Seal) James B. Rucker Notary Public

## ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS: That James B. Rucker of Tulsa County, in the State of Oklahoma, the within-named mortgage in consideration of the sum of Two hundred and twenty Dollars (\$220.00), to Clarence Lloyd in hand paid, the receipt whereof is hereby acknowledged, do hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto Clarence Lloyd 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 his hand this 14 day of September, 1909.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 14 day of September, A. D. 1909, at 3:20 o'clock P. M. Fee, \$

Register of Deeds.

\$

## RECEIPT.

Received of Clarence Lloyd the sum of Two hundred and twenty Dollars (\$220.00) 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 Lloyd  
Signed and acknowledged before me Sept 14, 1909

Register of Deeds.