

MORTGAGE RECORD, No. 57.

FROM

State of Oklahoma, Tulsa County, ss.

TO

This instrument was filed for record on the 13 day
of Dec A. D. 1909, at 11 1/2 o'clock a M.

Fees, \$

By Alfred Leakey Deputy. seal
Register of Deeds.

MORTGAGE OF REAL ESTATE.—SAM'L DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 19788.

THIS INDENTURE, Made this 11th day of December, A. D. 1909, between La Motte Hubbard of Tulsa County, in the State of Oklahoma, of the first part, and Frank C. Giddings of Tulsa County, in the State of Oklahoma, of the second part:WITNESSETH, That said party of the first part, in consideration of Three Hundred & Fifty Dollars (\$350.00), the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said party of the second part his heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:Lot Three (3) in Block Five (5) of Grandview Addition to Tulsa, Okla. according to the plat thereof filed and of record in the office of the Recorder in and for the County of Tulsa and State of Oklahoma. DOLLARS,TO HAVE AND TO HOLD THE SAME unto the said party 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 La Motte Hubbard has this day executed and delivered one certain promissory note in writing to said party of the second part, described as follows:Said note being in the sum of Three Hundred & Fifty dollars of new date herewith due and payable on or before such day after its date at the office of 2nd party in Tulsa said interest thereon from its date until paid at the rate of 7%.Now, if said party of the first part shall pay or cause to be paid to said party 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 party of the second part shall be entitled to the possession of said premises. And the said party 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 party of the first part has hereunto set his hand the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me The undersigned notary Public in and for said County and State on this 18th day of December, 1909, personally appeared La Motte Hubbard to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.My commission expires May 29 1912

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS: That La Motte Hubbard of Tulsa County, in the State of Oklahoma, the within-named mortgagee, in consideration of the sum of Three Hundred & Fifty DOLLARS, to Frank C. Giddings in hand paid, the receipt whereof is hereby acknowledged, do hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto his 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 La Motte Hubbard hereunto set his hand this 18th day of December 1909.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 18th day of December, A. D. 1909, at 11 1/2 o'clock a M. Fee, \$

Register of Deeds.

\$

RECEIPT.

Received of La Motte Hubbard the within-named mortgagor the sum of Three Hundred & Fifty 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.

Signed and acknowledged before me

Register of Deeds.