

MORTGAGE RECORD, No. 57.

FROM

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 31 day
of Dec A. D. 1909 at 8 o'clock A M.

Fees, \$

By W. H. Haskins
Register of Deeds.By Deputy.

MORTGAGE OF REAL ESTATE—SAML DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 19783.

THIS INDENTURE, Made this 30th day of December, A. D. 1909, between Albert P. Terrill and Flora A. Terrill of Tulsa County, in the State of Oklahoma, of the first part, and J. H. Middleton of Collinsville Rogers County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of Fifteen Hundred Dollars (\$ 1500), 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: The east one half 12 of the south west quarter 14 of Section Twelve 12 township Twenty Two 22 North Range Thirtieth 12 East containing 80 acres more or less 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 Albert P. Terrill and Flora A. Terrill ha. on this day executed and delivered a certain promissory note in writing to said party of the second part, described as follows: \$1500.00 Collinsville Okla December 30th 1909 Four months after date for value received we promise to pay to the order of J. H. Middleton at the office of Middleton Brothers Collinsville Okla the sum of 1500 Fifteen Hundred Dollars with interest thereon at the rate of eight per cent per annum until paid Signed Albert P. Terrill and Flora A. Terrill

Now, if said parties 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 parties of the first part ha. hereunto set their hands the day and year first above written.

Albert P. Terrill
Flora A. Terrill

Rogers
STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me

C. T. McCarty notary Public
in and for said County and State on this 30 day of December, 1909, personally appeared Albert P. Terrill and Flora A. Terrill husband and wife 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

July 121913

Signed

C. T. McCarty

notary Public

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:

That Albert P. Terrill and Flora A. Terrill of Tulsa County, in the State of Oklahoma, the within-named mortgage in consideration of the sum of 1500 DOLLARS, to J. H. Middleton 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 ha. hereunto set hand this 30 day of December, 1909.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 30 day of December, A. D. 1909, at 8 o'clock A M. Fee, \$

Register of Deeds.

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RECEIPT.

Received of J. H. Middleton the within-named mortgagee the sum of 1500 DOLLARS, and in full satisfaction of the within mortgage.