

MORTGAGE RECORD, No. 57.

FROM

State of Oklahoma, Tulsa County, ss.

TO

This instrument was filed for record on the 31 day
of Dec. A. D. 1909 at 2 o'clock P. M.

Fees, \$

By Prof. H. H. Hickey Deputy.

Register of Deeds.

MORTGAGE OF REAL ESTATE—SAML DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 19755.

THIS INDENTURE, Made this 13th day of December, A. D. 1909, between Hadda J. Seaman, Frank G. Seaman, and Adah H. Barton of Tulsa County, in the State of Oklahoma, of the first part, and W. L. Hickey of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of Ten Thousand

Dollars (\$ 10,000),

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:

all of that part of lot numbered nineteen block number one hundred twenty (120) in the City of Tulsa lying east of a line drawn through and lot parallel with north and south line of said lot, being a plot or parcel of land having a frontage of 60 feet on west 3rd street, and a depth of 100 feet, and a building on the alley in said block 120, for the entire depth according to the official plat of Tulsa Okla.

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 Hadda J. Seaman, Frank G. Seaman, and Adah H. Barton have this day executed and delivered certain promissory note in writing to said part of the second part, described as follows: Consolidated Dec 15-1909 \$10000 due Jan 12 1910 or before April 12 1910 bearing interest from Jan 12 1910 at the rate of 8% per annum until paid, and note dated Dec 13-1909 for \$3000 due Jan 12 1910 or before April 12 1910 bearing interest from Jan 12 1910 at the rate of 8% per annum until paid, both notes signed by Hadda J. Seaman, Frank G. Seaman and Adah H. Barton and the said parties agree to keep the same insured for \$10,000.00 on fire and theft and said mortgagee agrees to pay \$500.00 insurance fees on foreclosure.

Now, if said parties of the first part shall pay or cause to be paid to said part of the second part to 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 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 parties of the first part have hereunto set their hands the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me W. L. Hickey Notary Public in and for said County and State on this 31st day of December, 1909, personally appeared Hadda J. Seaman and Frank G. Seaman 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. Given under my hand and official seal this 31st day of December 1909. My commission expires Sept 23 AD 1913.

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 _____ 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.

19 _____

RECEIPT.

Received of _____ the within-named mortgagor _____ the sum of _____ and _____ DOLLARS, in full satisfaction of the within mortgage.

State of Oklahoma
County of Tulsa
Notary Public
W. L. Hickey
Notary Public
Dep 23 - 1913