

MORTGAGE RECORD, No. 57.

FROM

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 3 day
of Jan A. D. 1910, at 9⁴⁵ o'clock AM.

Fees, \$

By H. C. Mackley Deputy.

Register of Deeds.

MORTGAGE OF REAL ESTATE.—SAML DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 19788.

THIS INDENTURE, Made this 5th day of Dec, A. D. 1909, between Anna Taylor
Frank Taylor her husband of Tulsa County, in the State of
Oklahoma, of the first part, and Wesley M. McAllister of Tulsa County, in the State of
Oklahoma, of the second part:

WITNESSETH, That said part 1 of the first part, in consideration of Twenty two Hundred and fifty
Dollars (\$ 2250.00),
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:
All of lot four (4) in Block three (3) George Beaman Pl. in
the City of Tulsa, Oklahoma, according to the recorded
plat thereof. DOLLARS.

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 Anna Taylor and Frank Taylor
have this day executed and delivered 15 certain promissory notes in writing to said part 2 of the second part, described as follows:
One note of \$100.00 dated Dec. 5, 1909, due Nov. 15, 1911.
One note of \$50.00 dated Dec. 5, 1909, due Dec. 15, 1911.
One note of \$50.00 dated Dec. 5, 1909, due Dec. 15, 1911.
Five (5) notes of \$50.00 each dated Dec. 15, 1909, first note falling due Jan.
5, 1910, and one note falling due on the 15th day of Dec. upon the second
installment of the (5) notes, etc. said, in each note, bearing interest
thereon, heretofore recorded in the said and given by Anna Taylor &
Frank Taylor her husband to Wesley M. McAllister.

Now, if said part 2 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 2 of the first part for said consideration do hereby expressly waive an appraisalment of said real estate and all benefit of the home-
stead exemption and stay laws of the State of Oklahoma.

IN WITNESS WHEREOF, The said part 2 of the first part have hereunto set their hands the day and year first above written.

Anna Taylor
Frank Taylor

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me E. W. Singleton Notary Public
in and for said County and State on this 31st day of Dec, 1909, personally appeared
Anna Taylor and Frank Taylor her husband 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 Dec. 12, 1911 Seal, E. W. Singleton Notary Public.

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:

That Anna Taylor of Tulsa County,
in the State of Oklahoma, the within-named mortgage in consideration of the sum of 2250.00
and 2250.00 DOLLARS,
to Wesley M. McAllister 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 Anna Taylor hereunto set her hand this 31st day of Dec, 1909.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 31st day of Dec, A. D. 1909, at 9 o'clock AM. Fee, \$

Register of Deeds.

\$ 1.00 1909

RECEIPT.

Received of Wesley M. McAllister the within-named mortgagor the sum of 2250.00
and 2250.00 DOLLARS,
in full satisfaction of the within mortgage.