

MORTGAGE RECORD, No. 57.

FROM

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 7 day
of Jan A. D. 1911, at 3 o'clock P.M.

Fees, \$

By Seal Deputy.

Register of Deeds.

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

THIS INDENTURE, Made this 7th day of January, A. D. 1911, between E. C. Smith & M. M. Smith, her husband of Tulsa County, in the State of Oklahoma, of the first part, and Samuel F. Rindell of Crown County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of One thousand andDollars (\$ 1,000.00),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:

All of lots numbered one (1), two (2), three (3), four (4), five (5) and six (6) in block numbered seven (7) in the Hackathorn Addition to Tulsa, Oklahoma, according to the recorded plat filed there.

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 E. C. Smith & M. M. Smith have this day executed and delivered their certain promissory note in writing to said party of the second part, described as follows:

\$1,000.00 Tulsa, Oklahoma, January 7th, 1911.
One year after date for which received, we promise to pay to Samuel F. Rindell on order, One thousand Dollars, as Tulsa, Oklahoma,
to bear interest at the rate of 10 per cent per annum from date
and further hereby agree that if this note is not paid when due to
pay all costs necessary for collection, including ten per cent attorney fees

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 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 hand of the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me Leif Grimes and Samuel Rindell
in and for said County and State on this 7th day of January, 1911, personally appeared
E. C. Smith and M. M. Smith, 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 Feb 19 1911.

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 _____ ha 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.