

## MORTGAGE RECORD, No. 57.

FROM

State of Oklahoma, Tulsa County, ss.

TO

This instrument was filed for record on the 8 day  
of Jan A. D. 1910, at 8:30 o'clock AM.

Fees, \$

By Seal H.C. Mackley Register of Deeds.  
Deputy.

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

THIS INDENTURE, Made this 7<sup>th</sup> day of January, A. D. 1910, between  
Mattie M. Simons of Tulsa County, in the State of  
Oklahoma, of the first part, and W.H. Lewis of Tulsa County, in the State of  
Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of Two Hundred & forty and no  
Dollars (\$240.00), 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 the County of Tulsa County, and State of Oklahoma, to-wit:

Lot two (2) block twenty four (24) Kansas Addition to City of Tulsa  
Okl. and according to the recorded plat thereof. DOLLARS,

TO HAVE AND TO HOLD THE SAME unto the said party of the second part, 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 Mattie M. & G.W. Simons  
have this day executed and delivered a certain promissory note in writing to said party of the second part, described as follows, of which  
the following is a copy: Dated Jan 7<sup>th</sup> 1910 Due July 7<sup>th</sup> 1910 for \$240.00  
and bearing 10% interest from date.

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 appraisement 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 party of the first part have hereunto set their hand, the day and year first above written.

## STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, Robert E. Lynch, a Notary Public  
in and for said County and State on this 7<sup>th</sup> day of Jan, 1910, personally appeared  
Mattie M. Simons and G.W. Simons, 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. Witness my hand and seal  
Notary Public, seal the day and year above set forth.  
My commission expires July 2<sup>nd</sup> 1910. Seal Robert E. Lynch Notary Public

## ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:  
That the within-named mortgage of the within-named mortgage County,  
in the State of Oklahoma, the within-named mortgage in consideration of the sum of Two Hundred & forty DOLLARS,  
to W.H. Lewis 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 his hand this 7<sup>th</sup> day of Jan 1910.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 8<sup>th</sup> day of Jan, A. D. 1910, at 8:30 o'clock AM. Fee, \$

Register of Deeds.

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## RECEIPT.

Received of W.H. Lewis the within-named mortgagee the sum of Two Hundred & forty 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 Mattie M. Simons  
W.H. Lewis  
Register of Deeds.