

MORTGAGE RECORD, No. 57.

FROM

TO

COMPARED

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 11 day of June, A. D. 1909, at 11:25 o'clock A. M.

Fees, \$
Leaf.H. C. Walley
Register of Deeds.

By Deputy.

MORTGAGE OF REAL ESTATE—SAML DODD WORTH BOOK CO., LEAVENWORTH, KAN. No. 10788.

THIS INDENTURE, Made this 11th day of December, A. D. 1909, between Charles W. Eaton, a single man of Tulsa County, in the State of Oklahoma, of the first part, and Julius Barlow, guardian of Maggie Barlow, a woman of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part of the first part, in consideration of the sum of Nine hundred seventy-one and fifty cents (\$971.50) Dollars (\$), the receipt of which is hereby acknowledged, do hereby presents, grant, bargain, sell and convey unto said part of the second part her heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: Part of Lot 10, Block 1st, described as having a frontage of fifty (50) feet on South Sixth Street and a depth of one hundred and forty (140) feet to the alley and adjoining lot six (6) with a uniform width of fifty (50) feet, Tulsa, Oklahoma, according to the official plat of said City.

TO HAVE AND TO HOLD THE SAME unto the said part of the second part her 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 Charles W. Eaton has this day executed and delivered certain promissory note in writing to said part of the second part, described as follows:

\$971.50 December 14, 1909
Two years after date, said note received, I promise to pay to the order of Julius Barlow, guardian of Maggie Barlow, minor, or his successor in office, Five hundred and seventy-one and fifty cents (\$571.50) at County Court Room, Tulsa, Oklahoma, with interest at the rate of six per centum per annum, payable annually from date until paid, the interest if not paid when due to become principal and bear the same rate of interest, and in case this note is collected by any attorney or by legal proceeding, I agree to pay an additional sum of ten per centum on the amount of this note as attorney's fee.

Now, if said part of the first part shall pay or cause to be paid to said part of the second part her 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 part of the first part has hereunto set her hand the day and year first above written.

Charles W. Eaton

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, John L. Pearson, day of December, 1909, personally appeared Charles W. Eaton to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.
My commission expires January 13 1909 Leaf. John L. Pearson

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS: That Charles W. Eaton of Tulsa County, in the State of Oklahoma, the within-named mortgagee, in consideration of the sum of Five hundred and seventy-one and fifty cents (\$571.50) Dollars, to Julius Barlow in hand paid, the receipt whereof is hereby acknowledged, do hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto her 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 her hand this 11th day of December 1909.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 11th day of June, A. D. 1909, at 11:25 o'clock A. M. Fee, \$

Register of Deeds.

\$ 1909

RECEIPT.

Received of Charles W. Eaton the within-named mortgagor the sum of Five hundred and seventy-one and fifty cents (\$571.50) Dollars, in full satisfaction of the within mortgage.