

MORTGAGE RECORD, No. 57.

FROM

State of Oklahoma, Tulsa County, ss.

TO

This instrument was filed for record on the 1st day of Jan A. D. 1910, at 1:20 o'clock P.M.

Fee, \$

By

Deputy.

Register of Deeds.

MORTGAGE OF REAL ESTATE.—RAML DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 1975.

THIS INDENTURE, Made this 31 day of December, A. D. 1909, between Frank Stahl and W.B. Stahl, his husband of Tulsa County, in the State of Oklahoma, of the first part, and R.B. Perry of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of one thousand and no/100 Dollars (\$1000.00), the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said parties of the second part their heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: North thirty nine (39) feet of Lot nine (9) Block one hundred and thirteen (113) in the City of Tulsa, Oklahoma, according to record in the office of the Register of Deeds, Tulsa County, Oklahoma. DOLLARS, being subject to a mortgage of \$2000.00 to Farmers Loan and Trust Company, Tulsa, Oklahoma.

TO HAVE AND TO HOLD THE SAME unto the said parties of the second part their 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 Frank Stahl & W.B. Stahl, his husband have this day executed and delivered one certain promissory note in writing to said parties of the second part, described as follows:

Dated Dec 31, 1909 for \$1000.00 to be paid upon the 1st day of Jan 1910 with interest at 6% per annum payable semi-annually.

Now, if said parties of the first part shall pay or cause to be paid to said parties of the second part their 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 parties of the second part shall be entitled to the possession of said premises. And the said parties of the first part for said consideration do hereby expressly waive an appraisement 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, Percy Collins Richard Public
in and for said County and State on this 31 day of December, 1909, personally appeared Frank Stahl and W.B. Stahl 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 19 1911 Jan Percy Collins Richard Public

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS: That Frank Stahl of Tulsa County, in the State of Oklahoma, the within-named mortgagee, in consideration of the sum of one thousand and no/100 Dollars, to him in hand paid, the receipt whereof is hereby acknowledged, do hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto his 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 31 day of December 1909.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 1st day of Jan A. D. 1910, at 1:20 o'clock P.M. Fee, \$

Register of Deeds.

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RECEIPT.

Received of Frank Stahl the within-named mortgagee the sum of one thousand and no/100 Dollars, in full satisfaction of the within mortgage.

For this received, I acknowledge satisfaction and payment in full of the within mortgage, and same is hereby released.

Signed and acknowledged before me Dec 31, 1909 W.B. Stahl Percy Collins Richard Public