

MORTGAGE RECORD, No. 57.

FROM

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 11 day
of Jan A. D. 1911, at 8 o'clock A. M.

Fees, \$ 5.00 H. H. Walley
Register of Deeds.

By Isaac R. McCormick Deputy.

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

THIS INDENTURE, Made this 5th day of January, A. D. 1911, between
Isaac R. McCormick of Nova McCormick his wife of Tulsa County, in the State of
Oklahoma, of the first part, and Stewart Russell of Tulsa County, in the State of
Oklahoma, of the second part:

WITNESSETH, That said party of the first part, in consideration of the sum of Three hundred twenty five
Dollars (\$ 325.00),
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:
Total assessed liability two hundred thirty three and twenty five hundredths Dollars
in the town of Broken Arrow

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 Isaac R. McCormick and Nora M. McCormick
have this day executed and delivered certain promissory note in writing to said party of the second part, described as follows:

Broken Arrow, Okla. Jan 5th 1911
One year after date, without demand, notice or protest, and either of us and
principal promise to pay to the order of Stewart Russell Three hundred twenty five Dollars for value
received, in full for the principal and interest from date at the rate of 10 per cent per annum until
paid. Payable to the First National Bank of Broken Arrow Okla. If the interest be not paid, assuming it shall
become a part of the principal and bear the same rate of interest, the maker waives and agrees as to all
demand, notice and protest and agrees to let the time of payment be extended without any consequence from
time to time until paid. (Signed) Isaac R. McCormick
Nora M. McCormick

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 appraisal 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 has hereunto set their hand the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me F. L. Hurd Notary Public
in and for said County and State on this 5th day of January, 1911, personally appeared
Isaac R. McCormick and Nora M. McCormick 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 Jan 21 1911 Sept F. L. Hurd
Notary Public

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:

That Isaac R. McCormick of Tulsa County,
in the State of Oklahoma, the within-named mortgage in consideration of the sum of Three hundred twenty five
Dollars (\$ 325.00)
to Stewart Russell 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 11th day of Jan 1911.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 11th day of Jan, A. D. 1911, at 8 o'clock A. M. Fee, \$ 5.00

Register of Deeds.

RECEIPT.

Received of Isaac R. McCormick the within-named mortgagor the sum of Three hundred twenty five
Dollars (\$ 325.00)
in full satisfaction of the within mortgage.