

## MORTGAGE RECORD, No. 57.

FROM

State of Oklahoma, Tulsa County, ss.

COMPARED

TO

This instrument was filed for record on the 18 day  
of Jan A. D. 1910, at 4 o'clock P. M.  
Fees, \$

By H. C. Wackley Deputy. (Seal)  
Register of Deeds.

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

THIS INDENTURE, Made this 17th day of January, A. D. 1910, between  
P. J. Murley of Tulsa County, in the State of  
Oklahoma, of the first part, and A. C. Johnson of Tulsa County, in the State of  
Oklahoma, of the second part:

WITNESSETH That said part 1 of the first part, in consideration of  
Two Thousand Dollars (\$ 2,000),  
the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said part 2 of the second part his heirs and  
assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:  
Lot Two (2) Block One Hundred Fifty Three (153)  
of the original townsite of Tulsa, Tulsa County, Oklahoma  
DOLLARS,

TO HAVE AND TO HOLD THE SAME unto the said part 2 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 P. J. Murley  
had this day executed and delivered to me certain promissory note in writing to said part 2 of the second part, described as follows:

Dated January 17th 1910, for \$2000 or 8% Interest  
Due May 1st 1910.

Now, if said part 1 of the first part shall pay or cause to be paid to said part 2 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 part 2 of the second part shall be entitled to the possession  
of said premises. And the said part 1 of the first part for said consideration do by 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 part 1 of the first part has hereunto set his hand the day and year first above written.

## STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me Mildred W. Kelsey notary Public  
in and for said County and State on this 17th day of January, 1910, personally appeared  
P. J. Murley and he 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 Feb 25 1911. (Seal) Mildred W. Kelsey  
notary Public

## ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:

That he of Tulsa County,  
in the State of Oklahoma, the within-named mortgagee in consideration of the sum of two thousand Dollars,  
to him 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 17th day of January 1910.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 18th day of January, A. D. 1910, at 4 o'clock P. M. Fee, \$

Register of Deeds.

\$

## RECEIPT.

Received of the within-named mortgagor the sum of two thousand Dollars,  
and in full satisfaction of the within mortgage.