

MORTGAGE RECORD, No. 57.

FROM <u>Ella Wilcox and husband</u>	State of Oklahoma, Tulsa County, ss. This instrument was filed for record on the <u>24</u> day of <u>Jan</u> A. D. 19 <u>10</u> , at <u>2 40</u> o'clock <u>P</u> . M. Fees, \$..... <u>(Seal)</u> <u>H. C. Walkley</u> Register of Deeds. By..... Deputy.
TO <u>W. Henry Korte</u>	

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

THIS INDENTURE, Made this 24th day of January, A. D. 1910, between Ella Wilcox and L.B. Wilcox husband of Tulsa County, in the State of Oklahoma, of the first part, and W. Henry Korte of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part of the first part, in consideration of Two thousand and 20/100 Dollars (\$2000.00), the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said part of the second part his heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: The southeasterly half of Lot Number Two (2) in Block Number One Hundred One (101) in the City of Tulsa, Tulsa County, Oklahoma, according to the Official Plat and Survey there of DOLLARS,

TO HAVE AND TO HOLD THE SAME unto the said part 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 first parties have this day executed and delivered and certain promissory note in writing to said part of the second part, described as follows: Executed by Ella L. Wilcox and L.B. Wilcox her husband to W. Henry Korte in payment of Two thousand and 20/100 (\$2000.00) Dollars and is payable one year after date and bearing interest thereon at the rate of 6 per annum from date until paid and bearing even date herewith

Now, if said part of the first part shall pay or cause to be paid to said part 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 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 appraisalment 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 this hand the day and year first above written.

Ella L. Wilcox  
L.B. Wilcox

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me Arthur Farmer Notary Public in and for said County and State on this 24th day of January 1910, personally appeared Ella Wilcox and L.B. Wilcox, her husband to me known to be the identical person 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 May 29th 1912

Arthur Farmer  
Notary Public

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS: That..... of..... County, in the State of Oklahoma, the within-named mortgage..... in consideration of the sum of..... and..... DOLLARS, to..... 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..... hand this..... day of..... 19.....

EXECUTED IN PRESENCE OF

This assignment was filed for record on the..... day of..... A. D. 19..... at..... o'clock..... M. Fee, \$.....

Register of Deeds.

\$..... 19.....

RECEIPT.

Received of..... the within-named mortgagor..... the sum of..... and..... 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.  
W. Henry Korte  
Jan 31 - 1912  
H. C. Walkley  
Register of Deeds