

MORTGAGE RECORD, No. 57.

FROM

Gustaves L. Pierce

TO

Rachel Perryman

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 25 day
of June A. D. 1911 at 9³⁵ o'clock P. M.

Fees, \$

10 1 H. C. Walkley
Register of Deeds.

By _____ Deputy.

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

THIS INDENTURE, Made this 24 day of January, A. D. 1910, between Gustavus
W. Pierce, a Widower of Field County, in the State of
Oklahoma, of the first part, and Rachel Perryman of Field County, in the State of
Oklahoma, of the second part:

WITNESSETH, That said part of the first part, in consideration of Five Thousand Five Hundred
\$ 2000.00) Dollars (\$ 2000.00)

the receipt of which is hereby acknowledged, do hereby these presents, grant, bargain, sell and convey unto said party of the second part, her heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

The undersigned hereby give five feet of Lots Numbers 4, 5, 6, and
Six in Block One Hundred and Fifty it was found
that there were more particularly described DOLLARS,
as follows: beginning at the southwesterly corner
of lot one then along the southerly line to the easterly forty first
feet thence at right angles and parallel with the westerly line of said
lot one and six northerly one hundred feet to the north line of said lot six thence
along said north line westerly forty five feet to produce a corner of lot
six to have and to hold the same unto the said part of the second part. And I do hereby give

hereditaments and appurtenances thereunto belonging, or in anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas said Gustavus L. O'Brien has on this day executed and delivered 1 certain promissory note in writing to said part 1 of the second part, described as follows:

2508.00 Tulsa, Oklahoma, January 24th 1910
Two years after date for value received I promise to pay to
Rachelle C. Perryman or order five thousand and five hundred
Dollars of Bank of Commerce in Tulsa, Oklahoma, to
bear interest at eight per cent per annum payable
semi-annually. Interest not paid deposits due shall be
added to the principal and bear the same rate of
interest.

(Signed) Gustavus D. Pierce

Now, if said part of of the first part shall pay or cause to be paid to said part of of the second part less 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 of the second part shall be entitled to the possession of said premises. And the said part of 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. This mortgage subject to five thousand dollars are guaranteed payable to The National Surety Company and Five Dollars

IN WITNESS WHEREOF, The said part... of the first part has hereunto set... hand... the day and year first above written.

Gustavus D. Pierce

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, Frank M. Rodolf, a Notary Public
in and for said County and State on this 24th day of January, 1910, personally appeared Gustave J. Bures, a widower, 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... 4-12-1913

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...ha.....hereunto set.....hand..this.....day of.....

EXECUTED IN PRESENCE OF

This assignment was filed for record on the _____ day of _____ o'clock _____ M. Fee, \$_____

Register of Deeds.

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RECEIPT.

Received of.

the within-named mortgagor, the sum of _____ and _____ DOLLARS, in full satisfaction of the within mortgage.