

## MORTGAGE RECORD, No. 57.

FROM

State of Oklahoma, Tulsa County, ss.

COMPARED

This instrument was filed for record on the 29 day  
of January A. D. 1910, at 2:15 o'clock P. M.

Fees, \$

(Seal)

H. C. Mahaley

Register of Deeds.

By Deputy.

MORTGAGE OF REAL ESTATE.—SAML DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 10788.

THIS INDENTURE, Made this 29th day of January, A. D. 1910, between J. P. Clark, guardian of the Estate of Millard Quinn, a minor of Tulsa County, in the State of Oklahoma, of the first part, and Frances A. Wilson of same place County, in the State of Oklahoma, of the second part:

WITNESSETH, That said party of the first part, in consideration of Five Hundred Dollars (\$500.00), the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said party of the second part, heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

The North Half of the North West Quarter and the North West Quarter of the North East Quarter the North Half of the South East Quarter of the North West Quarter and the North East Quarter of Section Thirty four (34) Township Nineteen (19) North and Range Ten (10) East of the Indian Meridian, in Tulsa County, Oklahoma.

TO HAVE AND TO HOLD THE SAME unto the said party of the second part, 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 J. P. Clark guardian of the Estate of Millard Quinn, a minor has this day executed and delivered his certain promissory note in writing to said party of the second part, described as follows: One year after date, for value received, I promise to pay to the order of Frances A. Wilson, Five Hundred Dollars as of date of Clark and interest with interest at the rate of eight per cent per annum payable semi-annually from date until paid, the interest of said note and when falling due to become an arrearage and bear the same rate of interest and in case this note is not paid by an attorney or by legal proceedings I agree to pay an additional sum of ten per cent on the amount of this note as of date of said note. Now, if said party of the first part shall pay or cause to be paid to said party of the second part, heirs or assigns, said sum of money in the above described note, 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 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 party of the first part has hereunto set his hand the day and year first above written.

J. P. Clark, Guardian of the Estate of Millard Quinn, a minor

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me J. P. Alexander Notary Public in and for said County and State on this 29 day of January, 1910, personally appeared J. P. Clark, Guardian of the Estate of Millard Quinn, a minor 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 Jan 3 1914

J. P. Alexander

## 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 his hand this day of 19

EXECUTED IN PRESENCE OF

This assignment was filed for record on the day of A. D. 1910, 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.