

MORTGAGE RECORD, No. 57.

FROM

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 27 day
of Jan. A. D. 1914, at 2:15 o'clock P. M.
Fees, \$

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

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

THIS INDENTURE, Made this 27th day of January, A. D. 1914, between J. R. Clark, Guardian of the Estate of Otto Quimby, a minor, Tulsa County, in the State of Oklahoma, of the first part, and J. P. Alexander, Notary Public, Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part of the first part, in consideration of two hundred and fifty Dollars (\$250.00), the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said part of the second part, her heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: Township 19 North and Range 12 East of the Indian Meridian in Tulsa County, Oklahoma.

TO HAVE AND TO HOLD THE SAME unto the said part of the second part, her heirs and assigns, together with all and singular the tenements, hereditaments and appurtenances therunto belonging, or in anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas said J. R. Clark, Guardian of the Estate of Otto Quimby, a minor, has this day executed and delivered his certain promissory note in writing to said part of the second part, described as follows: *Tulsa, Oklahoma, January 27, 1914. One year after date for value received I promise to pay to the order of J. P. Alexander, Notary Public, two hundred and fifty Dollars (\$250.00) with interest at the rate of eight per cent per annum, payable annually from date of payment. The undersigned, J. R. Clark, Guardian of the Estate of Otto Quimby, a minor, in consideration of the sum of two hundred and fifty Dollars (\$250.00) paid to him by J. P. Alexander, Notary Public, has agreed to pay an additional sum of ten percent on the amount of this note as attorney's fees. J. R. Clark, Guardian of the Estate of Otto Quimby, a minor.*

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

J. R. Clark, Guardian of the Estate of Otto Quimby, a minor.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, J. P. Alexander, Notary Public, in and for said County and State on this 27 day of January, 1914, personally appeared J. R. Clark, Guardian of the Estate of Otto Quimby, 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. 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.