

MORTGAGE RECORD, No. 57.

FROM

State of Oklahoma, Tulsa County, ss.

COMPARED

TO

This instrument was filed for record on the 17 day
of January A. D. 1911, at 8 o'clock P. M.

Fees, \$

(Seal)

H. C. Wakley
Register of Deeds.

By Deputy.

MORTGAGE OF REAL ESTATE.—SAML DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 18788.

THIS INDENTURE, Made this 23rd day of December, A. D. 1911, between James A. Holloway of Tulsa County, in the State of Oklahoma, of the first part, and William C. Jameson of Antirrhinos N. H. County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part of the first part, in consideration of three thousand Dollars (\$3,000.00), the receipt of which is hereby acknowledged, do hereby 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 Easterly Seventy (70) feet of the North Seventy five (75) feet of Lot eight (8) in block one hundred and eight (108) all in accord with the official recorded plat of the City of Tulsa in said County and State, allowing its said description for the variation of the townsite plat from the true meridian line and tract having a depth of 75 ft. and a frontage of Seventy ft.

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 James A. Holloway has this day executed and delivered his certain promissory note in writing to said part of the second part, described as follows: One promissory note made payable to William C. Jameson on or before the date of this instrument for the principal sum of three thousand (\$3,000) dollars with interest to be paid at ten per cent per annum.

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 his hand the day and year first above written.

James A. Holloway

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, H. K. Eysenback, Notary Public, in and for said County and State, on this 23rd day of December, 1911, personally appeared James A. Holloway and 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 May 20, 1911. Seal. H. K. Eysenback, 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.