

MORTGAGE RECORD, No. 57.

FROM

State of Oklahoma, Tulsa County, ss.

COMPARED

TO

This instrument was filed for record on the 26 day of Jan. A. D. 1910, at 2:35 o'clock P. M.

Fees, \$

H. C. Walkley,
Register of Deeds.

By Deputy.

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

State of Oklahoma
County of Tulsa

THIS INDENTURE, Made this 26th day of Jan., A. D. 1910, between Claude F. Tingley and Nellie Tingley, his wife, of Tulsa County, in the State of Oklahoma, of the first part, and Cent Bradley, Guardian of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of Two thousand (\$2,000.00) Dollars (\$),

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

The southerly half of lot four (4) in block one hundred twenty four (124) in the City of Tulsa, Oklahoma, and State aforesaid, according to the recorded plat thereof, being a plot of ground 50x100 feet.

TO HAVE AND TO HOLD THE SAME unto the said parties of the second part, their 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 Claude F. Tingley and Nellie Tingley, his wife, have this day executed and delivered to said parties of the second part, certain promissory note in writing to said parties of the second part, described as follows: for two thousand dollars (\$2,000.00) of even date herewith, due in two years from date bearing interest at the rate of seven per cent per annum, interest payable semi-annually.

And the first part agrees to keep the building insured for \$25,000.00. And the Mortgagee agrees to pay a sum of \$2,000.00 as attorney's fees on foreclosure.

Now, if said parties of the first part shall pay or cause to be paid to said parties of the second part, their 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 the 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 parties of the second part shall be entitled to the possession of said premises. And the said parties 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.

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

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me

the undersigned

Notary Public

in and for said County and State on this 26th day of January, 1910, personally appeared Claude F. Tingley and Nellie Tingley, his wife, to me known to be the identical persons 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. I viewed and read my hand and official seal this 26th day of January, A. D. 1910. My commission expires June 28th, 1912.

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. 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.