

MORTGAGE RECORD, No. 57.

FROM

State of Oklahoma, Tulsa County, ss.

COMPARED

TO

This instrument was filed for record on the 3 day
of Feb A. D. 1910, at 10³⁰ o'clock A. M.

Fees, \$.....

H. G. Wachen

Register of Deeds.

(Seal)

By..... Deputy.

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

THIS INDENTURE, Made this 3rd day of February, A. D. 1910, between
Susan Querry (widow) of Tulsa County, in the State of
Oklahoma, of the first part, and J. M. Evans of Iowa County, in the State of
Oklahoma, of the second part:

WITNESSETH, That said party of the first part, in consideration of the sum of
One thousand Dollars (\$.....),
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 West 2 1/2 feet of Lot One (1) and all of lots two, three, four, five
(2, 3, 4, 5) and the West 1/2 of lot six (6) All in Block Seventeen (17)
North Tulsa, Tulsa County, Oklahoma DOLLARS,

TO HAVE AND TO HOLD THE SAME unto the said party of the second part her 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 Susan Querry
has this day executed and delivered her certain promissory note in writing to said party of the second part, described as follows:

Dated February 3rd, 1910 in the principal sum of \$1000.00 with interest
thereon from date of \$7 per annum, payable annually - Payable at
Marshalltown State Bank, Marshalltown Iowa, & due on or before
February 3rd, 1911
By the said of Particular hereof a reasonable Attorneys fees
to be allowed and taxed as part of the costs.

Now, if said party of the first part shall pay or cause to be paid to said party of the second part her 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, or 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 appraisalment of said real estate and all benefit of the home-
stead exemption and stay laws of the State of Oklahoma.

IN WITNESS WHEREOF, The said party of the first part has hereunto set her hand the day and year first above written.
Witness
Wm Querry Susan Querry

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me The undersigned
in and for said County and State on this 3rd day of February, 1910, personally appeared Susan
Querry (widow) and she to me known to be the identical person who executed
the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed for
the uses and purposes therein set forth.
My commission expires 11/22/1911 1910 Seal Wm Querry 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.