

## MORTGAGE RECORD, No. 57.

FROM

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 28 day  
of Jan A. D. 1910, at 9 o'clock A. M.

Fees, \$

H. H. Halliday  
Register of Deeds.

By Deputy.

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

THIS INDENTURE, Made this 17th day of January, A. D. 1910, between  
J. J. Sikes and wife, Nora A. Sikes, of Tulsa County, in the State of  
Oklahoma, of the first part, and W. W. Gillespie, 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 (\$2000.00) Dollars (\$),  
the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said party of the second part, his heirs and  
assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

The South 1/2 of the North East 1/4 and the South half 1/2 of the North  
West quarter 1/4 of the Northeast quarter 1/4 of Section 1, Township 10 North, Range 14 East, containing 100 acres (more or less)

TO HAVE AND TO HOLD THE SAME unto the said party 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, and warrant the title to the same.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas said J. J. Sikes and wife Nora A. Sikes  
have this day executed and delivered one certain promissory note in writing to said party of the second part, described as follows: for  
the sum of \$2000.00 with interest at the rate of 8% from date and due and  
payable three years from date hereof, it is expressly agreed and  
understood that said note may be paid at any time before due  
upon 30 days written notice to said party of the second part.

And the first parties agree to keep the buildings insured for  
and the mortgagors agree to pay all Attorney's fees on foreclosure.

Now, if said party of the first part shall pay or cause to be paid to said party 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 party 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 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 parties of the first part have hereunto set their hands the day and year first above written.

Tennessee Hamblen  
STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, J. N. Sikes, a notary Public  
in and for said County and State on this 17th day of January, 1910, personally appeared  
J. J. Sikes and wife, Nora A. Sikes, 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.  
My commission expires October 9, A. D. 1911. (Seal) J. N. Sikes, Notary Public

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_ of \_\_\_\_\_ County,  
in the State of Oklahoma, the within-named mortgagee, 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.

State of Tennessee, County of Hamilton, ss.  
Before me, the undersigned notary Public in and for said County and State on this \_\_\_\_\_ day of \_\_\_\_\_ A. D. 1910, personally appeared  
J. J. Sikes and wife, Nora A. Sikes, 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.  
My commission expires \_\_\_\_\_ day of \_\_\_\_\_ A. D. 1911. (Seal) J. N. Sikes, Notary Public