

## MORTGAGE RECORD, No. 57.

FROM

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 7 day  
of Feb A. D. 1910, at 3 o'clock P. M.

Fees, \$

J. C. Walkley

Register of Deeds.

By Deputy.

MORTGAGE OF REAL ESTATE—SAML DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 19785.

THIS INDENTURE, Made this Seventh day of February, A. D. 1910, between  
James H. Boyd, a Widower, of Tulsa of Tulsa County, in the State of  
Oklahoma, of the first part, and P. E. Cayne of Tulsa County, in the State of  
Oklahoma, of the second part:

WITNESSETH, That said part 4 of the first part, in consideration of  
Three hundred and fifty (\$350.00) Dollars (\$ his ),  
the receipt of which is hereby acknowledged, do hereby these presents, grant, bargain, sell and convey unto said part 4 of the second part his heirs and  
assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

A part of the northeast quarter of the Southwest quarter of the Southwest  
quarter of section thirty six, Township Twenty North, Range Thirteen east  
described as follows: Beginning at the Southwest corner of said sec-  
tion tract thence east one hundred feet thence north two hundred ten  
feet thence west one hundred feet to west line of said tract thence south  
two hundred ten feet to place of beginning

TO HAVE AND TO HOLD THE SAME unto the said part 4 of the second part his 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 James H. Boyd  
has this day executed and delivered 1 certain promissory note in writing to said part 4 of the second part, described as follows:

\$350.00 Tulsa February 7th 1910  
P. E. Cayne or order One year after date with interest at eight percent Payable to

Now, if said part 4 of the first part shall pay or cause to be paid to said part 4 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 4 of the second part shall be entitled to the possession  
of said premises. And the said part 4 of the first part for said consideration do hereby expressly waive an appraisal 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 part 4 of the first part has hereunto set his hand the day and year first above written.

Witnesses

James H. Boyd

## STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me Frank M. Rodolph a Notary Public  
in and for said County and State on this Seventh day of February, 1910, personally appeared  
James H. Boyd and a Widower 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 4-12-19131910 (Seal)Frank M. Rodolph  
Notary Public

## KNOW ALL MEN BY THESE PRESENTS:

That James H. Boyd of Tulsa 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 7th day of February, 1910.

## EXECUTED IN PRESENCE OF

This assignment was filed for record on the 7th day of February, A. D. 1910, at 3 o'clock P. M. Fee, \$

Register of Deeds.

\$ 19

## RECEIPT.

Received of James H. Boyd the within-named mortgagor the sum of  
and DOLLARS,  
in full satisfaction of the within mortgage.