

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 1 o'clock P. M.

Fees, \$

H. C. W. W. W. W.

Register of Deeds.
(Seal)

By Deputy.

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

THIS INDENTURE, Made this Third day of February, A. D. 1910, between Daniel J. Allen of Oklahoma, of the first part, and The Commercial Bank of Dawson of Ray County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of one sum of Two hundred thirty Dollars (\$ 230.00), the receipt of which is hereby acknowledged, do hereby 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: Lots fifteen (15) and sixteen (16) in Block fourteen (14) in the town of Broken Arrow. This is subject to a prior mortgage of Two hundred and fifty (\$250.00). DOLLARS,

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 Daniel J. Allen & Ada M. Allen his wife have this day executed and delivered a certain promissory note in writing to said parties of the second part, described as follows: \$230.00 of Dawson, Missouri, February 3rd 1910. Six months after date. Lots fifteen (15) and sixteen (16) in Block fourteen (14) in the town of Broken Arrow. This is subject to a prior mortgage of Two hundred and fifty (\$250.00). we promise to pay to the order of the Commercial Bank Two hundred thirty & no/100 Dollars for value received negotiable and payable without defection or discount at the Bankers house of the Commercial Bank with interest after maturity at the rate of 8 per cent per annum. Interest to be paid annually and if said interest is not paid annually to become

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 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 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 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 parties of the first part have hereunto set their hands the day and year first above written.

Daniel J. Allen
Ada M. Allen

STATE OF Missouri Jackson Oklahoma Tulsa COUNTY, ss.

Before me Alexander L. Sherman Notary Public
in and for said County and State on this 7th day of February, 1910, personally appeared Daniel J. Allen and Ada M. Allen 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 January 25 1913 Scap Alexander L. Sherman, Notary Public
in and for Jackson County, Missouri.

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.

* From Capital and loan. The same rate of interest as
Daniel J. Allen
Ada M. Allen
Rec Aug 3-1910.