

## MORTGAGE RECORD, No. 57.

FROM

State of Oklahoma, Tulsa County, ss.

TO  
COMPAREDThis instrument was filed for record on the 9 day  
of Feb. A. D. 1910, at 3<sup>45</sup> o'clock P. M.

Fees, \$

By H. C. Walker Deputy. (Seal)  
Register of Deeds.

MORTGAGE OF REAL ESTATE.—SAML DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 19285.

THIS INDENTURE, Made this 13th day of January, A. D. 1910, between N. L. Duncan  
and Cora H. Duncan his wife of Tulsa County, in the State of  
Oklahoma, of the first part, and George W. Giffert of \_\_\_\_\_ County, in the State of  
Oklahoma, of the second part:

WITNESSETH That said parties of the first part, in consideration of \_\_\_\_\_ Dollars (\$ 1725<sup>00</sup>),  
the receipt of which is hereby acknowledged, do hereby 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 \_\_\_\_\_ County, and State of Oklahoma, to-wit:

The South 100 feet of the North 115 of Lot 4 in Block 4 of the Drew Addition  
to the City of Tulsa, Oklahoma, more particularly described as follows: beginning  
at a point 15 feet South of the North east Corner of said Lot 4 in Block 4, and  
thence West 30 feet, thence North 100 feet, thence East  
135 feet, & thence North 101 feet to place of beginning, said Addition  
comprising the southwest quarter of South West Quarter of North  
West quarter of Section Twelve, Township Nineteen, Range Twelve  
East.

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.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas said N. L. Duncan & Cora H. Duncan  
have this day executed and delivered \_\_\_\_\_ certain promissory note in writing to said party of the second part, described as follows:

Note of \$1725<sup>00</sup> Dated January 13, 1910 Due January 13, 1911  
bearing 8 per cent interest per annum from date until  
paid in full by N. L. Duncan and Cora H. Duncan to George W. Giffert

Now, if said parties 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 hand the day and year first above written.

N. L. Duncan  
Cora H. Duncan

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me C. W. Singleton Notary Public  
in and for said County and State on this 9th day of February, 1910, personally appeared  
N. L. Duncan and Cora H. Duncan, 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.

My commission expires Dec. 12, 1911 (Seal) C. W. Singleton 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.