

## MORTGAGE RECORD, No. 57.

FROM

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 15 day  
of Feb A. D. 1910, at 4 o'clock P. M.

Fees, \$

H. C. Walkley  
Register of Deeds.  
(Seal)

By Deputy.

MORTGAGE OF REAL ESTATE.—SAML DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 10788.

THIS INDENTURE, Made this 7th day of February, A. D. 1910, between A. E. Barksdale, Mary Barksdale, his wife, Tulsa County, in the State of Oklahoma, of the first part, and Geo. B. Fowler of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of Two hundred Fifty and no/100 Dollars (\$250.00), 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 East Forty (40) feet of lot five (5) and six (6) in Block Fifty Three (53) in the Original town of Tulsa Oklahoma, according to the United States survey thereof, being a tract of ground having a frontage of Forty (40) feet on North First Street, by one hundred and fifty feet in depth, less the M. & T. Rail Road Right-of-way.

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 A. E. Barksdale and Mary Barksdale have this day executed and delivered One certain promissory note in writing to said party of the second part, described as follows:

\$250.00 Tulsa, Oklahoma, February 7th, 1910.  
One year after date for value received, we promise to pay to Geo. B. Fowler or Order Two hundred Fifty and no/100 Dollars. At the office of Brockman Bros. in Tulsa Oklahoma, to bear interest at the rate of ten percent per annum payable semi-annually from date.  
Signed A. E. Barksdale.  
Mary Barksdale.

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 party of the first part for said consideration do hereby expressly waive an appraisement 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.

A. E. Barksdale  
Mary Barksdale

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, W. G. Brockman, Notary Public, in and for said County and State on this 11th day of February, 1910, personally appeared A. E. Barksdale and Mary Barksdale, 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 May 14, 1911. (Seal) W. G. Brockman, 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 1910.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the day of A. D. 1910, 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.