

MORTGAGE RECORD, No. 57.

COMPALED

FROM

TO

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 17 day
of Feb. A. D. 1910, at 3 o'clock P. M.
Fees, \$.....
By H. C. W. S. Deputy.
Register of Deeds.
(Seal)

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

THIS INDENTURE, Made this 17th day of February, A. D. 1910, between H. G. Brockman and Louise Brockman his wife of 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 part of the second part his heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

All of lot number seven (7) in Block number seven (7) in North side Addition to Tulsa, Oklahoma, according to the official recorded plat thereof.

TO HAVE AND TO HOLD THE SAME unto the said part 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 H. G. Brockman and Louise Brockman have this day executed and delivered One certain promissory note in writing to said part of the second part, described as follows:

\$250.00 Tulsa, Oklahoma, February 17th 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 1% per annum from date, payable semi-annually.
Signed H. G. Brockman
Louise Brockman

Now, if said parties of the first part shall pay or cause to be paid to said part 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 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 appraisal 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.
H. G. Brockman
Louise Brockman

STATE OF OKLAHOMA, TULSA COUNTY, ss.
Before me, Chas. N. Simon, Notary Public
in and for said County and State on this 17 day of February, 1910, personally appeared H. G. Brockman and Louise Brockman, 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 Jan 4 1914 (Seal)

KNOW ALL MEN BY THESE PRESENTS: That of County, in the State of Oklahoma, the within-named mortgage in consideration of the sum of 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 ha hereunto set hand, this day of 19

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 DOLLARS, in full satisfaction of the within mortgage.