

MORTGAGE RECORD, No. 57.

COMPARED

FROM

TO

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 26th day of Feb. A. D. 1910, at 8 o'clock P. M.

Fees, \$

H. H. Kelly (Seal)
Register of Deeds.

By Deputy.

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

THIS INDENTURE, Made this 26th day of February, A. D. 1910, between Jennie Davis nee Williams and John H. Davis, her husband, of Collinsville, Rogers County, in the State of Oklahoma, of the first part, and James D. Ward of Collinsville, Rogers County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of One Hundred & 20/100 (\$100.00) Dollars (\$), 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 half (E 1/2) of Southeast quarter (SE 1/4) of Section 12, Township 22 North, Range 13 East of the Indian Meridian, the same being allotted to Jennie Williams, containing eighty acres, more or less, in and to the quarter section of land, subject to a certain mortgage for \$200.00 executed by Jennie B. Davis, nee Williams and John H. Davis her husband to the Avery Investment Company of Tulsa, Oklahoma.

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 Jennie Davis nee Williams and John H. Davis, her husband, on this day executed and delivered one certain promissory note in writing to said party of the second part, described as follows: \$100.00, Collinsville, Okla., February 26th 1910, due six months after date, we or either of us, each as principal, promise to pay to the order of James D. Ward, Collinsville, Okla., One Hundred & 20/100 Dollars, for value received, negotiable, and payable at Farmers & Merchants Bank, Collinsville, Oklahoma, with interest at ten percent per annum from date until paid. The makers, signers and endorser of each severally waive presentation for payment, notice of non-payment, protest and notice and further consent to renewals or extensions without further notice. They also agree to pay an attorney's fee if this note is collected by an attorney or by legal proceedings. *

Now, if said parties of the first part shall pay or cause to be paid to said party of the second part this 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 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 hand the day and year first above written.

Jennie Davis, nee Williams
John H. Davis

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, Eliason L. Goodale, Notary Public, in and for said County and State on this 26th day of February, 1910, personally appeared Jennie Davis nee Williams and John H. Davis her husband, of Collinsville, Rogers County, Oklahoma, who are known to me 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 20th 1910. (Seal) Eliason L. Goodale, 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. 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.

* (Signed) Jennie Davis, nee Williams
John H. Davis