

## MORTGAGE RECORD, No. 57.

FROM

State of Oklahoma, Tulsa County, ss.

COMPARED

This instrument was filed for record on the 26 day of Feb A. D. 1910, at 1:10 o'clock P. M.

Fees, \$

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

By Deputy.

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

THIS INDENTURE, Made this 26 day of February, A. D. 1910, between Rachel N. Chastain, Ed. Chastain, husband and wife of Tulsa, Tulsa County, in the State of Oklahoma, of the first part, and Clarence Lloyd of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part of the first part, in consideration of Two Hundred Twenty five and 20/100 Dollars (\$225.20), 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: Lot number 131 in Section 13, Township 20N, Range 12E, Meridian 13, East according to plat filed in the office of Register of Deeds, for Tulsa County, Oklahoma, covering said sub-division.

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 therunto belonging, or in anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas said First parties have this day executed and delivered at certain promissory note in writing to said part of the second part, described as follows: \$225.20 Tulsa, Oklahoma February 26-1910. One year after date for value received we promise to pay to Clarence Lloyd of Tulsa, Oklahoma, Two Hundred Twenty five and 20/100 dollars at Bank of Commerce, Tulsa, Oklahoma, To have interest at the rate of 8% per annum from date and further agree that of this note in full paid which sum to pay all costs necessary for collection, including ten per cent for attorneys fees. signed --- Rachel N. Chastain Ed. Chastain

Now, if said part 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 part 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 part of the first part has hereunto set their hand the day and year first above written.

Rachel N. Chastain  
Ed. Chastain

## STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, James B. Rucker, Notary Public, in and for said County and State on this 26 day of February, 1910, personally appeared Rachel N. Chastain and Ed. Chastain, husband and 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 April 19, 1913. (Seal) James B. Rucker 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 mortgages have hereunto set their 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.

For value received, I acknowledge satisfaction and payment in full of the within mortgage, and same is hereby released.

Signed and acknowledged before me, Sec. 27-1912.

H. H. Harkley

Register of Deeds