

## MORTGAGE RECORD, No. 57.

COMPARED

FROM

TO

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 26 day  
of Feb A. D. 1910, at 4 o'clock P. M.

Fees, \$.....

By W. H. Halkley (Seal) Deputy.  
Register of Deeds.

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

THIS INDENTURE, Made this 21st day of February, A. D. 1910, between  
Georgia E. Thomas of Tulsa County, in the State of  
Oklahoma, of the first part, and J. J. Daly of Tulsa County, in the State of  
Oklahoma, of the second part:

WITNESSETH, That said part<sup>1</sup> of the first part, in consideration of  
Two Thousand and 00/100 Dollars (\$ 2,000.00),  
the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said part<sup>2</sup> 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 fifty (50) feet of the west seventy-five (75) feet of lot one (1) and  
two (2) in Block Seventy-four (74) in the City of Tulsa, Oklahoma  
according to the Government plat and survey thereof, the same DOLLARS,  
being a parcel of ground fifty (50) feet by one hundred twenty (120)  
feet having a frontage of fifty (50) feet on first street in said City of Tulsa  
State of Oklahoma

TO HAVE AND TO HOLD THE SAME unto the said part<sup>2</sup> 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 Georgia E. Thomas J. E. Thomas  
have this day executed and delivered as certain promissory note in writing to said part<sup>2</sup> of the second part, described as follows:

(2,000.00)  
Two months after date for value received, I, or either of us, promise to pay  
to the order of J. J. Daly Two Thousand Dollars, with interest at the rate of 10% per cent  
per annum payable annually from date until paid, the interest of each year when due to become  
principal and bear the same rate of interest, and in case this note is collected by an attorney  
or by legal proceedings, we agree to pay an additional sum of ten per cent on the amount  
of this note as attorney fees.

Now, if said part<sup>1</sup> of the first part shall pay or cause to be paid to said part<sup>2</sup> 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<sup>2</sup> of the second part shall be entitled to the possession  
of said premises. And the said part<sup>2</sup> 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 part<sup>1</sup> of the first part have hereunto set their hand the day and year first above written.

Georgia E. Thomas  
J. E. Thomas

## STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me The undersigned a Notary Public  
in and for said County and State on this 21st day of February, 1910, personally appeared  
Georgia E. Thomas and J. E. Thomas hus husband to me known to be the identical person 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 June 15th 1913 W. H. Reynolds  
Notary Public

## ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:  
That the undersigned of Tulsa County,  
in the State of Oklahoma, the within-named mortgage in consideration of the sum of Two Thousand Dollars  
to the undersigned 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 his hand this day of February 1910.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 26 day of Feb A. D. 1910, at 4 o'clock P. M. Fee, \$.....  
Register of Deeds.  
1910

## RECEIPT.

Received of the undersigned the within-named mortgagor the sum of  
Two Thousand Dollars  
in full satisfaction of the within mortgage.