

MORTGAGE RECORD, No. 57.

FROM

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 21 day of Mar A. D. 1910, at 5 o'clock P. M.

Fees, \$

SealH. B. Haffley

Register of Deeds.

By _____ Deputy.

MORTGAGE OF REAL ESTATE.—SAML DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 39788.

THIS INDENTURE, Made this 21st day of February, A. D. 1910, between Albert D. Small & Anna B. Small his wife of Tulsa County, in the State of Oklahoma, of the first part, and J. M. Gillian & Annie E. Gillian & his wife of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1st of the first part, in consideration of Nine hundred Dollars (\$900.00) Dollars (\$ _____), the receipt of which is hereby acknowledged, do _____ by these presents, grant, bargain, sell and convey unto said part 2d of the second part their heirs and assigns, the following described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: Lots one (1) and Two (2), Block 2, Queen Addition to Tulsa Oklahoma according to the official plat thereof. DOLLARS,

TO HAVE AND TO HOLD THE SAME unto the said part 2d of the second part their 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 Albert D. Small has on this day executed and delivered two certain promissory notes in writing to said part 2d of the second part, described as follows: one promissory note dated 21st day of February 1910 for \$450.00 due and payable on August 21, 1910 said bearing interest at the rate of 7% per annum from date one promissory note dated 21 day of February 1910 for \$450.00 due and payable on February 21-1911 and bearing interest at the rate of 7% per annum from date

Now, if said part 1st of the first part shall pay or cause to be paid to said part 2d of the second part their heirs or assigns, said sum of money in the above-described notes 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 2d of the second part shall be entitled to the possession of said premises. And the said part 1st of the first part for said consideration do hereby expressly waive an appraisalment 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 1st of the first part has hereunto set their hand the day and year first above written.

Albert D. Small
Anna B. Small

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me the undersigned a Notary Public in and for said County and State on this 2nd day of March, 1910, personally appeared Albert D. Small and Anna B. Small his wife 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 15 1913

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. 19____, at _____ o'clock _____ M. Fee, \$_____.

Register of Deeds.

19____

RECEIPT.

Received of _____ the within-named mortgagee the sum of _____ and _____ DOLLARS, in full satisfaction of the within mortgage.

For value received, I acknowledge satisfaction and payment in full of this within mortgage, and same is hereby released.
John Gillian Anna E. Gillian
Signed and acknowledged before me March 15-1911
Notary Public