

MORTGAGE RECORD, No. 57.

FROM

State of Oklahoma, Tulsa County, ss.

COMPARED

This instrument was filed for record on the 5 day
of Mar A. D. 1910, at 2:50 o'clock P. M.

TO

Fees, \$

(Seal)

H. C. Walkley
Register of Deeds.

By Deputy.

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

THIS INDENTURE, Made this 5th day of March, A. D. 1910, between C. R. Walter and Anna Walter, his wife, Tulsa County, in the State of Oklahoma, of the first part, and Lee Clinton, of Tulsa, Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of Nine Hundred

Dollars (\$900.00), the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said parties of the second part, their heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

Block of Lots numbered Five (5) and Six (6) Block number Ninety Two (92) in the Town of Tulsa, Oklahoma, according to the D. & G. plat and survey thereof being a tract thirty (30) feet wide by One hundred and thirty (130) feet in length, commencing at a point on the south side of Street 26 feet Eastward from the south-west corner of said Lot Five (5) from Block Ninety Two (92) running thence North-westerly parallel with West line of said Lot 5 of Block

TO HAVE AND TO HOLD THE SAME unto the said parties 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 C. R. Walter and Anna Walter, his wife, have this day executed and delivered, their certain promissory note, in writing to said parties of the second part, described as follows:

One Note, dated March 5th 1910 for \$900.00 at 10% interest, payable on demand.

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

C. R. Walter
Anna Walter

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, C. R. Adams, Notary Public, in and for said County and State on this 5th day of March, 1910, personally appeared C. R. Walter and Anna Walter, 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 May 22 1913

C. R. Adams
Notary Public

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS: That, 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, 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.

x distance of 130 feet thence at right angles westerly and/or bearing the lot line between lots 5 and 6) and a distance of 30 feet thence at right angles southerly to the distance of 130 feet to the place of beginning