

## MORTGAGE RECORD, No. 57.

FROM

**State of Oklahoma, Tulsa County, ss.**

This instrument was filed for record on the 9 day  
of May A. D. 1910, at 8 o'clock A M.

Fees, \$ \_\_\_\_\_

*Register of Deeds.*

By \_\_\_\_\_ Deputy.

MORTGAGE OF REAL ESTATE.—SAM'L DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 19788.

THIS INDENTURE, Made this 8th day of March, A. D. 1910, between M. B. Baird  
and Katherine Baird of Tulsa County, in the State of  
Oklahoma, of the first part, and The Exchange National Bank of Tulsa, Okla. County, in the State of  
Oklahoma, of the second part:

WITNESSETH, That said part<sup>1st</sup> of the first part, in consideration of.... Six Thousand

...Dollars (\$... 6,000 ...)

the receipt of which is hereby acknowledged, do..... by these presents, grant, bargain, sell and convey unto said part 4 of the second part the heirs and assigns, the following described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: all of Lot six (6) and west half of Lot seven (7) in Block Forty (40), and an undivided one quarter interest in the south half of Lot two (2) in Block Thirty three in the City of Tulsa two DOLLARS, according to the Survey and plat filed thirty

TO HAVE AND TO HOLD THE SAME unto the said part of of the second part its 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 MBB and D. Katherine Darg  
has at this day executed and delivered a certain promissory note...in writing to said party of the second part, described as follows:

\$6000.<sup>00</sup>      Tulsa Oklahoma March 8th, 1910.  
 Six months after date for value received we promise to pay  
 to the Exchange National Bank of Tulsa Oklahoma or order,  
 At its office in Tulsa Oklahoma, The sum of Six Thousand  
 Dollars with interest at the rate of ten per cent per annum  
 from maturity date paid. As parties to this instrument hereby  
 waive protest of      Signed M. B. Baird  
    Katherine Baird

Now, if said part 1st of the first part shall pay or cause to be paid to said part 2 of the second part into .....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 2 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 parties of the first part have hereunto set their hands the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, James E. Hopkins, a Notary Public  
in and for said County and State on this 8th day of March, 1910, personally appeared M. B. Baird and Datherine Baird,  
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 July 30th, 1910 (Seal) James E. Hopkins  
Notary Public

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...ha.....hereunto set.....hand..this.....day of.....

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 mortgagor \_\_\_\_\_ the sum of \_\_\_\_\_ and \_\_\_\_\_ DOLLARS,  
in full satisfaction of the within mortgage.