

## MORTGAGE RECORD, No. 57.

FROM

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 11 day  
of March A. D. 1910, at 8 o'clock A. M.

Fees, \$

H. C. W. Akeley  
Register of Deeds.

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

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

THIS INDENTURE, Made this 23rd day of December, A. D. 1909, between W. L. Clark Guardian of Betty Clark and Betty Clark of Hasbelle County, in the State of Oklahoma, of the first part, and J. B. Green of Pittsburg County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 2 of the first part, in consideration of Thirty Eight Dollars (\$ 38.00), the receipt of which is hereby acknowledged, do sell by these presents, grant, bargain, sell and convey unto said part 4 of the second part his heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

The north east quarter of the southeast quarter of the southwest quarter and the south half of the south east quarter of the south west quarter of section twenty five, township twenty two north, range thirteen east, also the northeast quarter of the southeast quarter and the north west quarter of the south east quarter of the southwest quarter of section twenty five, township twenty two north and range thirteen east.

TO HAVE AND TO HOLD THE SAME unto the said part 4 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, and warrant the title to be clear and perfect

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas said W. L. Clark, Guardian has on this day executed and delivered his certain promissory note in writing to said part 4 of the second part, described as follows:

One note for \$ 182.00 due Jan'y 10th 1910, with interest at 10% per annum after due and \$ 80.00 attorney fee and case sent is brought to foreclose. As a part of the consideration hereof J. B. Green of Quinton Oklahoma shall have the preference right to buy the land described herein

Now, if said part 4 of the first part shall pay or cause to be paid to said part 4 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 4 of the second part shall be entitled to the possession of said premises. And the said part 4 of the first part for said consideration do sell 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 4 of the first part has hereunto set his hand the day and year first above written.

Pittsburg  
STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me J. M. White Notary Public  
in and for said County and State on this 23rd day of December, 1910, personally appeared W. L. Clark and Betty Clark his 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 Oct 6th 1910 (Seal) James M. White

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