

MORTGAGE RECORD, No. 57.

FROM

State of Oklahoma, Tulsa County, ss.

TO

This instrument was filed for record on the 8 day
of March A. D. 1911, at 8 o'clock A. M.

Fees, \$

By H. C. W. Sackey Deputy.

Register of Deeds.

(Seal)

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

THIS INDENTURE, Made this 7th day of March, A. D. 1911, between George L. Campbell and Pearl Campbell, his wife, of Tulsa County, in the State of Oklahoma, of the first part, and Hayward Hayden of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of Six Hundred Dollars (\$600.00), the receipt of which is hereby acknowledged, do hereby presents, grant, bargain, sell and convey unto said party of the second part his heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

The NW 1/4 of the NW 1/4 of the SW 1/4 and the S 1/2 of the NW 1/4 of the SE 1/4 All in Section 24, Township 21 North, Range 13 East, containing 30 acres more or less as the same may be accounted to the United States by the survey thereof, subject to a first mortgage given to Ott Hirschman July 31st 1908 on the NW 1/4 of the SW 1/4 of Section 24, Township 21 North, Range 13 East for \$700.00 and interest at 6 per cent per annum.

TO HAVE AND TO HOLD THE SAME unto the said party 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 George L. Campbell & Pearl Campbell, his wife, on this day executed and delivered to certain promissory note in writing to said party of the second part, described as follows: *Owasso, Oklahoma, March 7th, 1910. Says (para) after date, without Grace, I promise to pay to Hayward Hayden and his heirs and assigns (8600.00) at the First National Bank of Owasso, Oklahoma for which received, negotiable and payable without endorsement or discount with 7 per cent interest per annum from date. The several signers, guarantors, assignors and endorsers on this note hereby expressly waive all rights which may inure to them as a result of said guarantors or endorsers by reason of extension of the time of payment to the maker, all delay in the collection, or*

Now, if said parties of the first part shall pay or cause to be paid to said party 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 party 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 appraisal 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.

George L. Campbell
Pearl Campbell

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, R. J. Kirksey, Notary Public, in and for said County and State on this 7th day of March, 1911, personally appeared George L. Campbell and Pearl Campbell 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 Oct. 19th 1911.

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 ha hereunto set hand this day of 19.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the day of A. D. 1911, at o'clock M. Fee, \$

Register of Deeds.

\$

RECEIPT.

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

* Failure of demands; In test of notice, at maturity of this note, by the payee, if said be instituted, we agreed that judgment be rendered for said fee, cost of the principal, and that dollars additional as attorney's fee. Interest payable semi-annually.