

MORTGAGE RECORD, No. 57.

FROM

State of Oklahoma, Tulsa County, ss.

TO

This instrument was filed for record on the 14 day of March A. D. 1910 at 3 o'clock P. M.

Fees, \$

(Seal)

H. C. Walkley

Register of Deeds.

By

Deputy.

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

THIS INDENTURE, Made this 14 day of March

A. D. 1910, between

C. W. Butterworth and Margaret L. Butterworth, his wife, of Tulsa County, in the State of Oklahoma, of the first part, and L. E. Gillette, of Tulsa County, in the State of Oklahoma, of the second part:

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

\$13,000.00

the sum of thirteen thousand and no/100

Dollars

the receipt of which is hereby acknowledged, do hereby present, grant, bargain, sell and convey unto said part of the second part, his heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

All of the "South one half" of Section (2) in Block one hundred and four (105) in the City of Tulsa, Oklahoma, except a strip of land 100 feet (100) wide, more or less, off of the "West End" thereof, according to the "Recorded Plat" and "Government Survey" of a part of City of Tulsa, Okla. Also all of my interest in the North one half (105) of the "West end" tract (105) of Lot three (3) in Block one hundred and four (105), according to the "Official Plat" and "Government Survey" of City of Tulsa, Okla. (This mortg. app. is given as part of the

TO HAVE AND TO HOLD THE SAME unto the said part 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 the express condition, that whereas said C. W. Butterworth, Margaret L. Butterworth, and L. E. Gillette, on this day executed and delivered certain promissory note in writing to said part of the second part, deceased as follows:

Dated March 14, 1910, due on or before three years after date for \$13,000.00 with 8% interest from date.

Now, if said part of the first part shall pay or cause to be paid to said part 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 of the second part shall be entitled to the possession of said premises. And the said part 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 and seals the day and year first above written.

C. W. Butterworth
Margaret L. Butterworth

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, L. E. Gillette, Notary Public, in and for said County and State on this 14 day of March, 1910, personally appeared C. W. Butterworth and Margaret L. Butterworth, 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. Witness my hand and Notary Public Seal this day and year above set forth.

My commission expires April 12, 1912.

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:

That, of Tulsa County, in the State of Oklahoma, the within-named mortgagee, in consideration of the sum of 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 1910.

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.

\$

RECEIPT.

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

*Purchase on price of the above
Tulsa County, Oklahoma