

MORTGAGE RECORD, No. 57.

FROM

State of Oklahoma, Tulsa County, ss.

TO

This instrument was filed for record on the 16th day of Mar A. D. 1910, at 10 o'clock A. M.

Fees, \$

Seal W. B. Walkley
Register of Deeds

By

Deputy.

COMPARED

MORTGAGE OF REAL ESTATE.—AAMC DOWNSIDE BOOK CO., LEAVENWORTH, KAN. No. 19788.

THIS INDENTURE, Made this 15th day of March, A. D. 1910, between Harry H. Weber and W. A. Everett of Tulsa County, in the State of Oklahoma of the first part, and David A. Thomas of Springfield Mo. County, in the State of Mo. of the second part:

WITNESSETH, That said part y of the first part, in consideration of Seven hundred Dollars (\$ 700⁰⁰), the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said part y of the second part his heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

Lot numbered Four (4) Five (5) Six (6) Seven (7) Eight (8) Nine (9) in Block No Twenty (20) in the Berry Addition to the City of Tulsa, according to the survey and plat thereof.

TO HAVE AND TO HOLD THE SAME unto the said part y 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 Harry H. Weber and W. A. Everett have this day executed and delivered in certain promissory note in writing to said part y of the second part, described as follows:

\$700⁰⁰ Dated March 15th 1910 due on or before Twelve months after Date at the rate of Eight percent per annum from Date in favor of David A. Thomas, and signed by Harry H. Weber and W. A. Everett. Due March 15th 1911

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

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me

in and for said County and State on this 15th day of March, A. D. 1910, personally appeared Harry H. and Paula Weber and W. A. and Minnie C. Everett 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 11/22 1911

Paula Weber
Harry H. Weber
W. A. Everett
Minnie C. Everett
Notary Public

Seal W. B. Walkley
Notary Public

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 _____ have 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.

For value received, I acknowledge satisfaction and payment in full of the within mortgage, and same is hereby released.

David A. Thomas
12-12-1910
Signed and acknowledged before me W. B. Walkley
Register of Deeds