

MORTGAGE RECORD, No. 57.

FROM

COMPARED

TO

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 23rd day of May, A. D. 1910, at 1 o'clock P. M.

Fees, \$

J. H. H. H.

W. C. H. H.

Register of Deeds.

By Deputy.

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

THIS INDENTURE, Made this 21st day of March, A. D. 1910, between Jay H. Hand & Hattie Hand his wife of Tulsa County, in the State of Oklahoma, of the first part, and F. J. Bonawit of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part of the first part, in consideration of Three Hundred Fifty Dollars (\$350.00), the receipt of which is hereby acknowledged, do by these 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: Lot 13, East of the Indian Base and Meridian, containing 3.922 acres, according to the United States survey, Thurf.

Subject to the Real Estate Mortgage of \$200.00 to F. J. Bonawit, Due October 27th 1910,

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 Jay H. Hand and Hattie Hand have this day executed and delivered one certain promissory note in writing to said party of the second part, described as follows:

Now, if said party 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 party of the first part for said consideration do hereby expressly waive an appraisement of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma.

IN WITNESS WHEREOF, The said party of the first part has hereunto set their hand the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, George M. Jarmway, Notary Public, in and for said County and State on this 21st day of March, 1910, personally appeared Jay H. Hand and Hattie Hand his wife, 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 October 12, 1910.

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS: That in consideration of the sum of Three Hundred Fifty Dollars, to in hand paid, the receipt whereof is hereby acknowledged, do hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto his 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 21st day of March, 1910.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 23rd day of May, A. D. 1910, at 1 o'clock P. M. Fee, \$

Register of Deeds.

\$

RECEIPT.

Received of the within-named mortgagor the sum of Three Hundred Fifty Dollars, in full satisfaction of the within mortgage.

Skiatook Oklahoma, March, 21st 1910

* \$350.00

Copied after date we or either of us, promise to pay to the order of F. J. Bonawit of the Oklahoma Bank, Three Hundred Fifty Dollars for value received, negotiable and payable at the office of the Oklahoma Bank, Skiatook, Oklahoma, without defalcation, with interest from 1% a date at the rate of 10% per annum, until paid; and if interest is not paid annually, to become an arrearage and bear the same rate of interest; the borrower and endorser actually waive participation for payment, interest and notice of protest, and now payment of this note and agree to pay attorney's fees, all court cost, and all other expenses incurred in collecting this note and interest, or any part thereof. Jay H. Hand, Hattie Hand.