

MORTGAGE RECORD, No. 57.

FROM

State of Oklahoma, Tulsa County, ss.

TO

COMPARED

This instrument was filed for record on the 24th day of March, A. D. 1911, at 2 o'clock P. M.

Fees, \$

J. C. Walkley

Register of Deeds.

By Deputy.

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

THIS INDENTURE, Made this 23rd day of March, A. D. 1911, between Clarence Gamble, of Tulsa County, in the State of Oklahoma, of the first part, and Mauna Gamble, his wife, of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part of the first part, in consideration of Two Hundred Dollars (\$200.00), the receipt of which is hereby acknowledged, do by these presents, 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:

Lot Four (4) in Block Twelve (12)

Charles Heights Addition City of Tulsa, Oklahoma

DOLLARS,

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 therunto belonging, or in anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas said Clarence Gamble & Mauna Gamble have this day executed and delivered this certain promissory note in writing to said part of the second part, described as follows:

Dated March 23rd 1911 due one year - 8% Interest from date Principal \$200.00 signed by Clarence Gamble & Mauna Gamble payable at Bank designated in note in the State of Iowa.

Three hundred dollars of first & matured due to be maintained during life of this loan or any part thereof to be held by Trust. Reasonable attorney fees allowed in the event of said suit or foreclosure.

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, and this mortgage is given for actual money loan first parties by said part of the second part.

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

Clarence Gamble
Mauna Gamble

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me

in and for said County and State on this 23rd day of March, 1911, personally appeared Clarence Gamble and Mauna Gamble, 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

Feb. 12

1911

J. C. Walkley

J. C. Walkley

Notary Public

KNOW ALL MEN BY THESE PRESENTS:

That of County, in the State of Oklahoma, the within-named mortgage 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 has hereunto set this hand this day of 1911.

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 DOLLARS, in full satisfaction of the within mortgage.