

MORTGAGE RECORD, No. 57.

FROM

State of Oklahoma, Tulsa County, ss.

COMPARED

TO

This instrument was filed for record on the 28th day of March A. D. 1910, at 9⁴⁵ o'clock A. M.

Fees, \$

Sub: H. C. Walkley, Register of Deeds.

By Deputy.

MORTGAGE OF REAL ESTATE.—SAML DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 18785.

THIS INDENTURE, Made this 17th day of January, A. D. 1910, between Anna Compton, of the first part, and J. J. Bond, of the second part, of Tulsa County, in the State of Oklahoma, of the first part, and Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said party of the first part, in consideration of Two Thousand Five Hundred Dollars (\$ 2500⁰⁰), 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:

Part of Lot 5 in Block 42, described as a plot of land 90 ft. x 130 ft., having a frontage of 90 ft. on Boston Ave. and a depth of 140 ft. to an alley adjoining the North First Street, within a uniform width of 90 ft. in the City of Tulsa, Oklahoma, according to the approved plat thereof.

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 Anna Compton, has this day executed and delivered to 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 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 party of the first part has hereunto set her hand the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, Notary Public, in and for said County and State on this 17 day of January, 1910, personally appeared Anna Compton, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth. My commission expires June 17, 1913. Sub: H. C. Walkley, Notary Public.

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS: That 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 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 and DOLLARS, in full satisfaction of the within mortgage.

* Copy. \$4500⁰⁰ Jan 17th 1910
Twelve months after date I promise to pay to the order of J. J. Bond
Twenty-five hundred Dollars for value received with interest at the rate of 7% per cent per annum
from date of the foregoing instrument, and keep the same rate of interest. This note is negotiable
and payable without objection or discount, and with out any relief or benefit whatever from any reduction of assessment, or
downward adjustment of taxes.
Anna Compton.