

MORTGAGE RECORD, No. 57.

FROM

State of Oklahoma, Tulsa County, ss.

COMPARED

TO

This instrument was filed for record on the 4 day of April, A. D. 1912, at 2:30 o'clock P. M.

Fees, \$

By Seal H. C. Wadley Register of Deeds.
Deputy.

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

THIS INDENTURE, Made this 31 day of March, A. D. 1912, between W. J. Daniels & Bertha C. Daniels his wife of Skiatook County, in the State of Oklahoma, of the first part, and Mrs. Lettie Gladys of Skiatook County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1 of the first part, in consideration of two hundred fifty Dollars (\$ 250.00), the receipt of which is hereby acknowledged, do sell by these presents, grant, bargain, sell and convey unto said part 2 of the second part her heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: Lot one (1), two (2), three (3), four (4), five (5), six (6), seven (7), eight (8) in the town of Skiatook, Tulsa County, Oklahoma, according to the recorded plat thereof. DOLLARS,

TO HAVE AND TO HOLD THE SAME unto the said part 2 of the second part her 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 part 1 of the first part has this day executed and delivered their certain promissory note in writing to said part 2 of the second part, described as follows:

For value of cash date herewith, we have received fifty (\$50.00) payable one year from date, and one for one hundred (\$100.00) which mortgage is payable from date hereof, both bearing interest at the rate of ten per cent per annum from date.

Now, if said part 1 of the first part shall pay or cause to be paid to said part 2 of the second part her 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 2 of the second part shall be entitled to the possession of said premises. And the said part 1 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 1 of the first part has hereunto set their hand the day and year first above written.

W. J. Daniels
Bertha C. Daniels

Justice of the Peace
Bertha C. Daniels

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me J. M. Strayer Justice of the Peace in and for said County and State on this 1 day of April, 1912, personally appeared W. J. Daniels and Bertha C. Daniels 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.

My commission expires 19

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 has 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.

Lettie Gladys
Signed and acknowledged before me 30th Day of July 1913
Edna C. Bly
Register of Deeds