

MORTGAGE RECORD, No. 57.

COMPARED

FROM

TC

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 31 day
of Mar A. D. 1902, at 3 o'clock P. M.

Fees, \$.....

By

Deputy

Register of Deeds.

MORTGAGE OF REAL ESTATE.—SAM'L DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 10788.

THIS INDENTURE, Made this 31st day of March, A. D. 1912, between David H. Burrhead & R. B. Burrhead of Tulsa County, in the State of Oklahoma, of the first part, and Harry P. Wilson of Adair County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 166 of the first part, in consideration of Eight hundred Dollars (\$ 800.00), the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said party of the second part heirs and assigns, the following-described Real Estate, situated in Adella County, and State of Oklahoma, to-wit:

[illegible]

TO HAVE AND TO HOLD THE SAME unto the said part 1/2 of the second part 1/2 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 David H. Curran & John Curran
 ha. ~~at~~ this day executed and delivered to said certain promissory note, in writing to said party, of the second part, described as follows:

and if not paid when due it shall bear interest at the rate of eight per cent per annum from date and if not paid when due it shall bear interest at the rate of eight per cent per annum from date and if not paid when due it shall bear interest at the rate of eight per cent per annum from date

First parties agree to keep all documents that may be placed in front of him in a safe and sound manner. Look if any party all to the party as the interest in any of people. First parties agree to pay for the additional service the note as the party will be collected at the day for legal proceedings.

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

David Curran
Ada Curran

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, Benjamin Coleman, Notary Public,
in and for said County and State on this 31st day of March, 1912, personally appeared
David H. Coleman and Adrian 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 March 27, 1911. Sgt. Benjamin Coleman

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...ha...hereunto set...hand...this...day of...

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.

§ 87(2)(b) b6 b7C 19

RECEIPT.

Received of _____ the within-named mortgagor, _____ the sum of _____ and _____ DOLLARS, in full satisfaction of the within mortgage.