

## MORTGAGE RECORD, No. 57.

COMPARED

FROM

TO

*State of Oklahoma, Tulsa County, ss.*

This instrument was filed for record on the 12 day  
of April A. D. 1910, at 10<sup>10</sup> o'clock a M.  
Fees, \$ 11.31

By \_\_\_\_\_ Deputy.

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

THIS INDENTURE, Made this 11th day of April, A. D. 1910, between  
Leas L. Dawson My Thomas J. Dawson of Tulsa County, in the State of  
 Oklahoma, of the first part, and A. L. Simon Jones of Tulsa County, in the State of  
 Oklahoma, of the second part:

WITNESSETH, That said party of the first part, in consideration of Four Hundred and seventy-five Dollars (\$ 475.00), 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 two (2) in block four (4) Oak Grove addition to Tulsa  
Oklahoma.

TO HAVE AND TO HOLD THE SAME unto the said part of 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 Levi L. Hanson & Thomas J. Hanson have this day executed and delivered their certain promissory note in writing to said party of the second part, described as follows:

#475.<sup>00</sup> Tulsa, Oklahoma, April 17th, 1904.  
One or before six months after date here provided to pay to Simon Jones  
or Order four hundred and seventy five Dollars at his office to  
bear interest at the rate of ten per cent per annum from date till  
paid and further agrees that if this note is not paid when due to pay  
all costs necessary for collection, including a per cent for attorney's  
fees.

Now, if said party ~~one~~ of the first part shall pay or cause to be paid to said party ~~two~~ of the second part, ~~their~~ 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 ~~two~~ of the second part shall be entitled to the possession of said premises. And the said party ~~one~~ 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 hands the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, H. Taylor, Notary Public  
in and for said County and State on this 12<sup>th</sup> day of April, 1910, personally appeared  
Levi H. Davidson and James J. Davidson 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 Oct. 16, 1912 1910 Seal L. H. Taylor

## 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.

\$\_\_\_\_\_ 19\_\_\_\_\_.

## Register of Deaths.

SECRET

## RECEIPT.

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