

## MORTGAGE RECORD, No. 57.

FROM

State of Oklahoma, Tulsa County, ss.

TO

This instrument was filed for record on the 30<sup>th</sup> day of Sept- A. D. 1909, at 9<sup>30</sup> o'clock A.M.

Fees, \$

By seal Deputy.

H. H. Mackay  
Register of Deeds.

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

THIS INDENTURE, Made this Eleventh day of July, A. D. 1909, between P. L. Price and Minnie Price his wife of the town of Tulsa County, in the State of Oklahoma, of the first part, and Kansas City Life & Insurance Company of Kansas City, Mo., of the second part:

WITNESSETH, That said part 1<sup>st</sup> of the first part, in consideration of Four ThousandDollars (\$ 4000),

the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said part 4<sup>th</sup> of the second part its successors heirs and assigns, the following-described Real Estate, situated in the City of Tulsa County, and State of Oklahoma, to-wit: all of lot Twenty-two (22) and six (6) inches off the south side of lot twenty-three (23) in Block eighty-nine (89) DOLLARS,

TO HAVE AND TO HOLD THE SAME unto the said part 4<sup>th</sup> of the second part its successors 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 P. L. Price and Minnie Price this day executed and delivered their certain promissory notes in writing to said part 4<sup>th</sup> of the second part, described as follows: One (1) promissory note for the sum of Four Thousand Dollars (\$4000) due five (5) years after date and bearing interest at the rate of seven (7) per cent per annum payable semi-annually, according to the tenor of the instrument & coupon note for the sum of one hundred and forty dollars (\$140) each all of which being payable at the principal office of the Kansas City Life & Ins Co, at Kansas City Mo.

Now, if said part 1<sup>st</sup> of the first part shall pay or cause to be paid to said part 4<sup>th</sup> of the second part its successors 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 4<sup>th</sup> of the second part shall be entitled to the possession of said premises. And the said part 1<sup>st</sup> 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 part 1<sup>st</sup> of the first part ha hereunto set their hand the day and year first above written.

P. L. Price  
Minnie Price

## STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me Rolt C. Lynch notary public in and for said County and State on this 9<sup>th</sup> day of September, 1909, personally appeared P. L. Price and Minnie Price his wife 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 July 2 19 10.

## 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 \_\_\_\_\_ 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.

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## RECEIPT.

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