

MORTGAGE RECORD, No. 57.

FROM

State of Oklahoma, Tulsa County, ss.

TO

This instrument was filed for record on the 15 day of April A. D. 1910, at 11 o'clock A. M.
Fees, \$

By J. C. Walchey Deputy. Register of Deeds. (Seal)

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

THIS INDENTURE, Made this 14th day of April, A. D. 1910, between W. T. M. Ginniss of Tulsa County, in the State of Oklahoma, of the first part, and W. O. Dickenson of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part of the first part, in consideration of Five hundred Dollars (\$500.00), the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said part of the second part, Tulsa County, and State of Oklahoma, to-wit: One undivided 1/2 interest in and to the west one-half of the Northwest quarter of Section Twelve (12) in Township twenty one (21) North of Range Twelve (12) East, lying the same premises this day conveyed to Grantor herein by said W. O. Dickenson this mortgage being given therein to secure the balance of the purchase price of said land therefor.

TO HAVE AND TO HOLD THE SAME unto the said part 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 part of the first part has this day executed and delivered to said part of the second part, described as follows: Dated at Tulsa, Oklahoma, April 14, 1910 for \$500.00 due one year after date with interest thereon at the rate of ten per cent per annum from date granted and payable to the order of W. O. Dickenson for value received and being given to pay the balance of the purchase price of the tract of land herein above described.

Now, if said part of the first part shall pay or cause to be paid to said part of the second part, his heirs or assigns, said sum of money in the above-described note mentioned, together with the interest thereof, 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 the second part shall be entitled to the possession of said premises. And the said part 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 of the first part has hereunto set his hand the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me Orville S. Booth, Notary Public in and for said County and State on this 14th day of April, 1910, personally appeared W. T. M. Ginniss and he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth. My commission expires Feb. 23-1912 Seal Orville S. Booth Notary Public.

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS: That in consideration of the sum of Dollars, 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 his 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.

Signed and acknowledged before me August 11-1911