

MORTGAGE RECORD, No. 57.

FROM	State of Oklahoma, Tulsa County, ss.
TO	This instrument was filed for record on the 18 day of April A. D. 1910, at 8 o'clock P. M. Fees, \$
	By H. C. Walkley, Register of Deeds, Deputy.

MORTGAGE OF REAL ESTATE.—SAMI DODD WORTH BOOK CO., LEAVENWORTH, KAN. No. 19788.

THIS INDENTURE, Made this 14th day of April, A. D. 1910, between Spire Berry, a single man of Tulsa County, in the State of Oklahoma, of the first part, and J. M. Wakefield of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of Thirty three and 33/100 Dollars (\$33.33), the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said part of the second part his heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

Lot Eight (8) in Block 191 Wakefield Addition to the City of Tulsa according to the recorded plat thereof DOLLARS,

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 Spire Berry has this day executed and delivered 3 certain promissory notes in writing to said part of the second part, described as follows:

One note for \$11.11 due six months from date
One note for \$11.11 due one year from date
One note for \$11.11 due eighteen months from date

All notes bearing interest at the rate of Eight per Cent per annum from date until paid.

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 notes 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 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 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 of the first part has hereunto set his hand the day and year first above written.

Spire Berry.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me A. B. Davis, Notary Public in and for said County and State on this 16th day of April, 1910, personally appeared Spire Berry, and a single man to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires November 26, 1911. (Seal) A. B. Davis, Notary Public

KNOW ALL MEN BY THESE PRESENTS:

That in the State of Oklahoma, the within-named mortgage in consideration of the sum of 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 1910.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the day of A. D. 1910, at o'clock M. Fee, \$

Register of Deeds.

RECEIPT.

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