

MORTGAGE RECORD, No. 57.

FROM

State of Oklahoma, Tulsa County, ss.

TO

This instrument was filed for record on the 1 day
of Oct A. D. 1909 at 8 o'clock PM.
Fees, \$.....

By Hee Mackey Deputy.
Register of Deeds.

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

THIS INDENTURE, Made this 1 day of October, A. D. 1909, between C. W. Denning & Mary Burroughs & Denning wife of Tulsa County, in the State of Oklahoma, of the first part, and James A. Davis of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1 of the first part, in consideration of Twenty-five hundred Dollars (\$ 2,500.00), the receipt of which is hereby acknowledged, do hereby these presents, grant, bargain, sell and convey unto said part 2 of the second part her heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: Lots nos 1-3, 3-4 in Block No. 1, Highlands Second addition and lots nos 1-2 3-4 in Block no 7 Highlands addition to Tulsa - Tulsa Co., Oklahoma DOLLARS,

TO HAVE AND TO HOLD THE SAME unto the said part 2 of the second part her 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 C. W. Denning has this day executed and delivered a certain promissory note in writing to said part 2 of the second part, described as follows: one note for one year from Oct 1-1909 dated Oct-1-1909 for \$2,500.00 (Two thousand five hundred dollars) with interest at the rate of 10% per annum then percent payable annually at maturity to C. W. Denning & assigns as additional security for said loan part no 4 1361-62 New York Life Insurance Co., said policy to be released on payment of above cited note.

Now, if said part 1 of the first part shall pay or cause to be paid to said part 2 of the second part her 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 1 of the second part shall be entitled to the possession of said premises. And the said part 1 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 1 of the first part has hereunto set their hands the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, W. Davis Notary Public, in and for said County and State on this 1st day of October, 1909, personally appeared C. W. Denning and Mary Burroughs Denning to me known to be the identical person 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 set forth as above.
My commission expires November 26, 1911.

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS: That the within of Tulsa County, in the State of Oklahoma, the within-named mortgage do hereby in consideration of the sum of Twenty-five hundred and no DOLLARS, to James A. Davis in hand paid, the receipt whereof is hereby acknowledged, do hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto her 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 1st day of October, 1909.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 1st day of October, A. D. 1909, at 8 o'clock PM. Fee, \$.....

Register of Deeds.

RECEIPT.

Received of James A. Davis the within-named mortgagor, the sum of Twenty-five hundred and no DOLLARS, in full satisfaction of the within mortgage.