

MORTGAGE RECORD, No. 57.

FROM

State of Oklahoma, Tulsa County, ss.

COMPARED

TO

This instrument was filed for record on the 14th day of April A. D. 1911, at 5 o'clock P. M.

Fees, \$

H. L. Wilkey
Register of Deeds.By H. L. Wilkey Deputy.

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

THIS INDENTURE, Made this 14th day of April, A. D. 1911, between E. M. Borden and Nellie B. Borden, his wife of Tulsa County, in the State of Oklahoma, of the first part, and M. Wakefield of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1st of the first part, in consideration of Eighty-three and 34/100 Dollars (\$ 83.34), the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said part 4th of the second part his heirs and assigns, the following described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

Lot Five (5) in Block Eight (8) Wakefield Addition to the City of Tulsa as per recording plat thereof DOLLARS,

TO HAVE AND TO HOLD THE SAME unto the said part 4th 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 E. M. Borden & Nellie Borden his wife have this day executed and delivered 3 certain promissory notes in writing to said part 4th of the second part, described as follows:

One note for \$27.78 due in six months
One note for \$27.78 due in one year
One note for \$27.71 due in eighteen months
All notes bearing interest at the rate of eight per cent per annum from date

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

E. M. Borden
Nellie B. Borden

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me A. B. Davis Notary Public in and for said County and State on this 14th day of April, 1911, personally appeared E. M. Borden and Nellie B. Borden, his wife 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 therein set forth.

My commission expires November 26 1911 (Seal)

A. B. Davis

Notary Public

KNOW ALL MEN BY THESE PRESENTS:

That the within named mortgage of the within named mortgage County, in the State of Oklahoma, the within named mortgage in consideration of the sum of Eighty-three and 34/100 DOLLARS, to the within named mortgage in hand paid, the receipt whereof is hereby acknowledged, do hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto the within named mortgage 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 14th day of April 1911.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 14th day of April, A. D. 1911, at 5 o'clock P. M. Fee, \$

H. L. Wilkey
Register of Deeds.

\$

RECEIPT.

Received of the within named mortgagee the sum of Eighty-three and 34/100 DOLLARS, in full satisfaction of the within mortgage.