

MORTGAGE RECORD, No. 57.

COMPARED FROM

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 21 day
of April A. D. 1912, at 10³⁰ o'clock a M.

Fees, \$

By _____ Deputy

MORTGAGE OF REAL ESTATE.—SAM'L DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 19788

THIS INDENTURE, Made this 19th day of April, A. D. 1912, between J. J. Harbour of J. J. Harbour, his wife of Travis County, in the State of Oklahoma, of the first part, and James L. Lott of Nowley County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part two of the first part, in consideration of Five thousand Dollars (\$ 5,000), the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said part of of the second part his heirs and assigns, the following-described Real Estate, situated in Wiley County, and State of Oklahoma, to-wit:

Lot one 1 two 2 eleven 7 and mine 9 in black two 2 and 2 1/2
one 1 two 2 three 3 and four 4 in black 1 three 1 1/2 (hardwood) DOLLARS,
additional 16 to be paid Oklahoma!

TO HAVE AND TO HOLD THE SAME unto the said party of the second part.....*John*..... 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 J. J. Harbour of St. J. Harbour
has on this day executed and delivered one certain promissory note...in writing to said part of of the second part, described as follows:
\$5000.00 James Oklahoma April 1 9th 1902 Five years after date or either of us
promise to pay to the order of James Ontario Five thousand for value received negotiable
and payable to the office of the Wichita National Bank Wichita Kansas without defalcation
or discount with interest from date at the rate of ten per cent per annum until
paid and is to be paid semi-annually to the holder principal and per
centual of interest to pay attorney fees and court costs and all other expenses
incurred in collecting the note and interest on any part thereof
J. J. Harbour

Now, if said part.....of the first part shall pay or cause to be paid to said part.....of the second part Said.....heirs or assigns, said sum of money in the above-described note.....mentioned, together with the interest thereon, according to the tenor 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 appraisement 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 *ies* of the first part ha~~ve~~^{ve} hereunto set *their* hands the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, J.D. Pentrice, Notary Public,
in and for said County and State on this 24th day of April, 1910, personally appeared
J.J. Harbour and B.J. Harbour, 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 Jan 3, 1914.
J.D. Pentrice
Notary Public

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 mortgages...ha.....hereunto set.....hand..this.....day of.....

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.

8.....19.....

RECEIPT.

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