

## MORTGAGE RECORD, No. 57.

FROM

**State of Oklahoma, Tulsa County, ss.**

This instrument was filed for record on the 21 day  
of April, A. D. 1912, at 8<sup>30</sup> o'clock a M.  
Fees \$ 1.00

Fees/\$ .....  
 Seal. *H. B. Wadley* Register of Deeds.  
 By ..... Deputy.

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

THIS INDENTURE, Made this 14th day of April, A. D. 1910, between C. J. Marshall and Berrie Drake Marshall, his wife 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 party of the first part, in consideration of the sum of  
Twenty six and 66/100 Dollars (\$and two),  
the receipt of which is hereby acknowledged, do.....by these presents, grant, bargain, sell and convey unto said party of the second part his heirs and  
assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

Let seven (7) in block ex (B) Wakefield addition to the City of Tulsa according to the rounded year thereof

TO HAVE AND TO HOLD THE SAME unto the said part 1 of the second part Five 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 Ed. Marshall of Davis County, Maryland has on this day executed and delivered three certain promissory notes in writing to said party of the second part, described as follows:

One note for \$32.22 due six months from date.  
One note for \$32.22 due one year from date.  
One note for \$32.22 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 one of the first part shall pay or cause to be paid to said part two of the second part two 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 two of the second part shall be entitled to the possession of said premises. And the said part one 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 parties of the first part have hereunto set their hand the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, J. B. Davis, a Notary Public  
in and for said County and State on this 19th day of April, 1910, personally appeared  
C. F. Marshall and Bessie Brooks Marshall and 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 November 2d, 1911 Seal J. B. Davis  
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 mortgagee...ha.....hereunto set.....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.

[illegible]

## RECEIPT.

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