

## MORTGAGE RECORD, No. 57.

FROM

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 5 day  
of May A. D. 1910, at 10<sup>15</sup> o'clock A. M.

Fees, \$.

H. C. Walker  
Register of Deeds.  
(Seal)

By \_\_\_\_\_ Deputy.

MORTGAGE OF REAL ESTATE.—SAML DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 10788.

THIS INDENTURE, Made this second day of May, A. D. 1910, between Fred G. Shaw of Minna M. Shaw his wife of Tulsa County, in the State of Oklahoma, of the first part, and Charles Page of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH That said part first of the first part, in consideration of Three Thousand (\$3000.00) Dollars (\$ 3000), the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said part second of the second part their heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

All of lot three (3) in Block Ninety one (91) in the City of Tulsa, Oklahoma, according to the government survey of said flat thereof.

TO HAVE AND TO HOLD THE SAME unto the said part second of the second part their 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 Fred G. Shaw has this day executed and delivered two certain promissory notes in writing to said part second of the second part, described as follows: One certain promissory note in the sum of One Thousand Dollars (\$1000.00) dated May 2nd 1910 drawing interest at the rate of 8% per annum, and due on or before six months after date payable to the order of L. W. Marshall and one certain promissory note in the sum of Two Thousand Dollars (\$2000.00) dated May 2nd 1910 drawing interest at the rate of 8% per annum, and due on or before six months after date payable to the order of Charles Page.

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

Fred G. Shaw  
Minna M. Shaw

## STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, the undersigned notary Public in and for said County and State on this 4th day of May, 1910, personally appeared Fred G. Shaw and Minna M. Shaw his wife, 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 August 3rd 1911 (Seal) K. W. Randolph notary Public

## ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS: That the undersigned of Tulsa County, in the State of Oklahoma, the within-named mortgagee, 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.

\$ \_\_\_\_\_ 10 \_\_\_\_\_

## RECEIPT.

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