

MORTGAGE RECORD, No. 57.

FROM

TO

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 6 day
of May A. D. 1914, at 3:30 o'clock P. M.

Fees, \$

By H. H. Halkley (Seal) Deputy.
Register of Deeds.

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

THIS INDENTURE, Made this 3rd day of May, A. D. 1914, between
H. Duncan and Jane Duncan his wife of Tulsa County, in the State of
Oklahoma, of the first part, and Arkansas Valley State Bank of Broken Arrow of Tulsa County, in the State of
Oklahoma, of the second part:

WITNESSETH, That said part 1st of the first part, in consideration of
Three Hundred Fifty six and 33/100 Dollars (\$356.35),
the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said part 2d of the second part its successors heirs and
assigns, the following described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:
The southeast quarter of the northeast quarter of Section Nine (9) and
the south half of the southwest quarter of Section Ten (10)
Township Eighteen (18) North Range Thirteenth (13) East of the
Indian Meridian containing in all 132 acres more or less
according to the Government survey thereof

TO HAVE AND TO HOLD THE SAME unto the said part 2d of the second part its successors 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 H. Duncan & Jane Duncan his wife
have this day executed and delivered on certain promissory note in writing to said part 2d of the second part, described as follows:
Dated at Broken Arrow, Okla. May 3-1914, for \$356.35 due November 3-
1914 with interest after maturity at the rate of 10 percent per
annum to the principal and interest payable to the order of the
said Arkansas Valley State Bank of Broken Arrow, Okla. and
providing for an attorney fee of \$35.00 is placed in the hands
of an attorney for collection & said is filed thereon

Now, if said part 1st of the first part shall pay or cause to be paid to said part 2d of the second part its successors 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 2d 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 appraisal of said real estate and all benefit of the home-
stead 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.

H. Duncan
J. L. Banard
Att. Law

H. Duncan
Jane mark Duncan

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me A. M. Laws a Natary Public
in and for said County and State on this 3rd day of May, 1914, personally appeared
H. Duncan and Jane Duncan 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 2/23/1914 1914 (Seal) A. M. Laws
Notary Public

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:
That they of Tulsa 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 has hereunto set hand this 3rd day of May, 1914.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 6 day of May, A. D. 1914, at 3:30 o'clock P. M. Fee, \$

Register of Deeds.

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RECEIPT.

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