

## MORTGAGE RECORD, No. 57.

FROM

State of Oklahoma, Tulsa County, ss.

COMPARED

TO

This instrument was filed for record on the 12 day of May, A. D. 1910, at 8 o'clock P. M.

Fees, \$

(Seal)

H. B. Maerkey

Register of Deeds.

By Deputy.

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

THIS INDENTURE, Made this 12 day of May, 1910, A. D. 1910, between John F. Harren and Ida J. Harren, his wife, of Tulsa County, in the State of Oklahoma, of the first part, and L. E. Thompson, of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of Twenty-five hundred and no/100 (\$2500.00) Dollars (\$2500.00), the receipt of which is hereby acknowledged, do hereby 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: The southeast quarter of the southeast quarter of Section Five, Township Thirteen North, Range Thirteen East, also the northeast quarter of the southeast quarter of Section Five, Township Thirteen North, Range Thirteen East, subject to a first mortgage for \$500.00 in favor of M. Sutton of Tulsa, Oklahoma, also the southeast quarter of the northeast quarter of Section Two, Township Thirteen North, Range Thirteen East, also the north 22.83 acres of Lot Two of Section Two, Township Thirteen North, Range Thirteen East.

TO HAVE AND TO HOLD THE SAME unto the said party 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 parties of the first part have on this day executed and delivered to said party of the second part, described as follows: Attached \$2500.00 certain promissory note in writing to said party of the second part, dated May 10, 1910, to pay the same in six equal payments of \$416.66 each, with interest at the rate of 8 per cent per annum, from July 7, 1910, until paid, the maker, sureties, guarantors and endorsers hereby severally waive demand, notice of non-payment, protest and notice of protest with respect to any extension of time on this note without notice. If this note is collected by law we agree to pay 10 per cent of the principal as attorney fees. P. O. address Okla.

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

John F. Harren  
Ida J. Harren

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, R. E. Thompson

in and for said County and State on this 12 day of May, 1910, personally appeared John F. Harren and Ida J. Harren, 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 Jan. 2, 1912. (Seal)

R. E. Thompson  
Notary Public

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 has hereunto set their hands 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.

\$ \_\_\_\_\_

## RECEIPT.

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