

MORTGAGE RECORD, No. 57.

FROM

State of Oklahoma, Tulsa County, ss.

COMPARED

This instrument was filed for record on the 14 day of May A. D. 1910, at 2:30 o'clock P. M.

Fees, \$

H. C. Wainley

Register of Deeds

By

Deputy.

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

THIS INDENTURE, Made this 12th day of May, A. D. 1910, between Sam J. Davison and Mae Davison his wife of Tulsa County, in the State of Oklahoma, of the first part, and The Mayo Furniture Company of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part of the first part, in consideration of Nineteen hundred ninety two and 36/100 Dollars (\$1992.36), the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said part of the second part, heirs and assigns, the following described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: Lots 1, 2, 3, 4, 5, 7, 8, 9, 10, 14, 15, 16, 19, 20, 21, 22, 23, 24, all in Block No. Seven (7), Lots 9, 11, 14, 15, 16 in Block Eight and lot 1 in Block Eighteen B and lot 2, 3, 6, 7, 13 in Block Twenty four and lot 1 in Block twenty six (26) in College Addition to the City of Tulsa

TO HAVE AND TO HOLD THE SAME unto the said part of the second part, 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 part of the second part, described as follows: of which the following is a copy: except signature \$1992.36 For value received one year after date we promise to pay to the order of The Mayo Furniture Co. Nineteen hundred ninety two and 36/100 Dollars at the Central National Bank with interest from date at the rate of 10% per cent per annum until paid

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

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, A. E. Bradshaw, Notary Public in and for said County and State on this 14th day of May, 1910, personally appeared Sam J. Davison and Mae Davison 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 Sept 1, 1910.

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, hereunto set hand this day of 1910.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the day of A. D. 1910, at o'clock M. Fee, \$ Register of Deeds. 1910.

RECEIPT.

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