

MORTGAGE RECORD, No. 57.

FROM

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 16 day
of May, A. D. 1900, at 1 o'clock P. M.

Fees, \$.....



Register of Deeds

By _____ Deputy.

COMPARED

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

THIS INDENTURE, Made this 31st day of March, A. D. 1910, between J. H. and Freda S. Shindler (husband and wife) of Pulaski County, in the State of Oklahoma, of the first part, and John A. Burt of Oklahoma County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of, the sum of Fourteen Hundred and no Dollars (\$ 1400), the receipt of which is hereby acknowledged, do sell by these presents, grant, bargain, sell and convey unto said parties of the second part, his heirs and assigns, the following-described Real Estate, situated in Indian County, and State of Oklahoma, to-wit:

Lots number twenty three (23) and twenty four (24) in Block number twelve (12) in
 the north plat of Glenpool Tulsa County, Okla, according to the recorded plat thereof. DOLLARS

TO HAVE AND TO HOLD THE SAME unto the said part 4th of the second part to 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 John A. Best and John A. Best & Sons (husband and wife) have this day executed and delivered to certain promissory notes in writing to said part. of the second part, described as follows:

One note dated March 31st 1910 due five years after amount Eight hundred dollars bearing Eight % per annum payable Semi Annually from May 1st 1910. One note for Six hundred dollars dated March 31st 1910. Due three years after date with interest at the rate of 8% per annum interest payable semi annually Eight Dollars or any multiple thereof of the principals of these notes payable on any interest payable as the parties of the first part did bind themselves and agree to keep said property insured in a good reliable Insurance Co. the amount of One thousand dollars with in fact of John A. Best as security for the above loan.

Now, if said part 1.00 of the first part shall pay or cause to be paid to said part 2.00 of the second part the 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 2.00 of the second part shall be entitled to the possession of said premises. And the said part 2.00 of the first part for said consideration do hereby expressly waive an abridgement 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 les of the first part have hereunto set their hands the day and year first above written.

J. H. Anderson
Freda B. Anderson

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, Lewis Oliver, Notary Public
in and for said County and State on this 13th day of May, 1910, personally appeared J. H. and Freda S. Anderson (husband and 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 March 20th 1913. Lee Lewis Oliver Notary Public

Lewis Chie

Notary Public

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:
That John A. Burt of Ottawa County,
in the State of Oklahoma, the within-named mortgagee, in consideration of the sum of Five hundred and no DOLLARS,
Five in hand paid, the receipt whereof is hereby acknowledged, do hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto
J. H. Russell of Jansenville, Tex. Without recourse on me in any event
heirs and assigns, the within mortgage deed, the real estate conveyed, and the promissory notes, debts and claims thereby secured, and covenants therein contained.

IN WITNESS WHEREOF, The said mortgagee... has hereto set... his hand... this 14 day of May 1910

EXECUTED IN PRESENCE OF

John A. Bart

This assignment was filed for record on the.....day of.....A. D. 19..... at.....
o'clock.....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.