

MORTGAGE RECORD, No. 57.

FROM

TO

COMPARED

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 16 day of May, A. D. 1910, at 4 o'clock P. M.

Fees, \$

(Seal)

H. H. Harkley

Register of Deeds.

By Deputy.

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

THIS INDENTURE, Made this 16th day of May, 1910, A. D. 1910, between
 Spivey Berry, a single man, of Tulsa County, in the State of
 Oklahoma, of the first part, and James H. Baker, of Tulsa County, in the State of
 Oklahoma, of the second part:

WITNESSETH, That said part of the first part, in consideration of Three Hundred Dollars (\$300.00), the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said part of the second part, his heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: That part of lot three (3) in Block Two Hundred (200) of the original town of Tulsa, Oklahoma, according to the government survey thereof and described as follows: Beginning at the northeast corner of said lot, running thence westerly one hundred and forty (140) feet to the alley; thence in a southerly direction twenty-four and 1/2 (24 1/2) feet on east line of alley thence due east on south line of said lot sixty (60) feet; thence in a northeasterly direction to the west line of Detroit Avenue; thence northerly on west line of Detroit Avenue fifty (50) feet to point of beginning.

TO HAVE AND TO HOLD THE SAME unto the said part 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 Spivey Berry has on this day executed and delivered to said part of the second part, described as follows:

Said note being for three hundred dollars of even date herewith payable to the order of James H. Baker signed by Spivey Berry payable one year after date at the First National Bank of Tulsa, Oklahoma, bearing interest at the rate of 8 per cent per annum.

This mortgage is given as a second mortgage subject to a first mortgage this day executed to Julia M. Reimer in the sum of seven hundred dollars, by the party of the first part.

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

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, Benjamin O. Conner, Notary Public
 in and for said County and State on this 16th day of May, 1910, 1910, personally appeared
 Spivey Berry, who to me known to be the identical person who executed
 the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for
 the uses and purposes therein set forth.
 My commission expires March 29 1911.

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 has 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.