

MORTGAGE RECORD, No. 57.

FROM

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 20 day
of May, A. D. 1910, at 8 o'clock A. M.
Fees, \$ 1

By J. H. Walkey Deputy.

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

THIS INDENTURE, Made this 10th day of March, A. D. 1910, between Rudolph C. Rebholz, Emma Rebholz, H. O. Long, Sena E. Long of Tulsa County, in the State of Oklahoma, of the first part, and J. W. Holloway of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part of the first part, in consideration of One hundred and fifty Dollars (\$ 150.00), 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: South Twenty (20) feet of Lot Five (5) in Block Eleven (11) in the City of Tulsa, Oklahoma, according to the original plat thereof. This is mutually agreed between the parties hereto that as the said mortgage is foreclosed by reason of default of the first parties, the said first parties agree to pay an additional sum of Fifty Dollars (\$50.00) as an attorney fee, to be taxed as costs in the said foreclosure proceedings.

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 Grantors have this day executed and delivered 1 certain promissory note in writing to said part of the second part, described as follows:

\$150.00 Tulsa, Okla. March 10th, 1910. Aug 1, 1910 after date for vague received, I will or either of us, promise to pay to the order of J. W. Holloway, One Hundred and Fifty Dollars at 10% per annum, payable Annually, from maturity, until paid. The interest if not paid when due to become as principal, and bear the same rate of interest and in case this note is collected by an attorney or legal proceedings we agree to pay an additional sum of ten per cent on the amount of this note as attorney fees.

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 have hereunto set their hand the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me R. E. Berger Notary Public, in and for said County and State on this 10th day of March, 1910, personally appeared Rudolph C. Rebholz, Emma Rebholz, H. O. Long, Sena E. Long 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 11, 1912 (Seal) R. E. Berger Notary Public

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 150.00 DOLLARS, to him in hand paid, the receipt whereof is hereby acknowledged, do hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto him 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 10th day of March, 1910.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 20 day of May, A. D. 1910, at 8 o'clock A. M. Fee, \$ 1
Register of Deeds, 19

RECEIPT.

Received of him the within-named mortgagor the sum of 150.00 DOLLARS, in full satisfaction of the within mortgage.

*Rudolph Rebholz
Emma Rebholz
H. O. Long
Sena E. Long*

* No. 1 Due Aug 1, 1910.