

MORTGAGE RECORD, No. 57.

For value received, I acknowledge satisfaction and payment in full of the within mortgage, and same is hereby released.

Signed and acknowledged before me Nov. 29, 1910.

Register of Deeds.

FROM
TO
State of Oklahoma, Tulsa County, ss.
This instrument was filed for record on the 23 day of May, A. D. 1910, at 10 o'clock A. M.
Fees, \$ 1.00 W. H. Borden Register of Deeds.
By W. H. Borden Deputy.

State of Oklahoma
County of Tulsa MORTGAGE OF REAL ESTATE.—SAML. DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 19788.
THIS INDENTURE, Made this 23 day of May, A. D. 1910, between Edward H. Martin and Mamie Martin his wife of Tulsa County, in the State of Oklahoma, of the first part, and R. V. Borden of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1st of the first part, in consideration of the sum of Fifteen hundred (\$1500.00) Dollars (\$ 1500.00), the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said part 2d of the second part his heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

All of Lot numbered Eleven (11) in Block numbered Thirteen (13) in North Tulsa City of Tulsa according to the recorded plat thereof DOLLARS,

TO HAVE AND TO HOLD THE SAME together with all the appurtenances thereto in anywise appertaining, forever unto said part 1st of the second part his heirs and assigns, together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas said grantee has on this day executed and delivered his certain promissory note in writing to said part 2d of the second part, described as follows: for fifteen hundred (\$1500.00) Dollars, due six months from date bearing interest at the rate of 10% per annum according to interest coupon attached And the first parties agree to keep the building insured for \$1500.00 Dollars and the Mortgagees agree to pay \$150.00 Attorney's fees on foreclosure

Now, if said part 1st of the first part shall pay or cause to be paid to said part 2d 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 1st of the second part shall be entitled to the possession of said premises. And the said part 1st of the first part for said consideration do hereby expressly waive an appraisement 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 1st of the first part has set his hand the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me the undersigned Notary Public in and for said County and State on this 23rd day of May, 1910, personally appeared Edward H. Martin and Mamie Martin 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. Given under my hand and official seal this 23rd day of May 1910.
My commission expires March 29th 1911 (12) Effie Holwell, Notary Public

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:
That the undersigned of Tulsa County, in the State of Oklahoma, the within-named mortgagee in consideration of the sum of 1500.00 DOLLARS, to the undersigned in hand paid, the receipt whereof is hereby acknowledged, do hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto the undersigned 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 set his hand this day of May 1910.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 23rd day of May, A. D. 1910, at 10 o'clock A. M. Fee, \$ 1.00
Register of Deeds.
\$ 1.00

RECEIPT.

Received of Edward H. Martin and Mamie Martin his wife the within-named mortgagor the sum of 1500.00 DOLLARS, in full satisfaction of the within mortgage.