

## 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, May 26, 1910, by Edward H. Martin and Mamie Martin his wife, J. K. Donohoe, Register of Deeds.

COMPAKED

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, \$

Seal

H. H. Mackley

Register of Deeds.

By

Deputy.

State of Oklahoma  
County of Tulsa

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

THIS INDENTURE, Made this 23rd 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 J. K. Donohoe 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 Two hundred and seventy five (\$275.00)

Dollars (\$

the receipt of which is hereby acknowledged, do hereby these presents, grant, bargain, sell and convey unto said party 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, Oklahoma, according to the recorded plat thereof.

DOLLARS,

This mortgage is Record and Subject to a mortgage of even date herewith in amount \$1500.00 secured by the grantors above named to R. V. Bardon

TO HAVE AND TO HOLD THE SAME together with all the appurtenances thereto belonging or in anywise appertaining to the heirs and assigns of the first part, unto the heirs and assigns, together with all and singular the tenements, premises and appurtenances thereto belonging, or in anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas said

Grantor

has this day executed and delivered this certain promissory note in writing to said party of the second part, described as follows: for \$25.00 each bearing interest at the rate of 7% per annum described as follows:

1. Note for \$25.00 due June 23, 1910. 1 note for \$25.00 due July 23, 1910. 1 note for \$25.00 due Aug 23, 1910. 1 note for \$25.00 due Sept 23, 1910. 1 note for \$25.00 due Oct 23, 1910. 1 note for \$25.00 due Nov 23, 1910. 1 note for \$25.00 due Dec 23, 1910. 1 note for \$25.00 due Jan 23, 1911. 1 note for \$25.00 due Feb 23, 1911. 1 note for \$25.00 due Mar 23, 1911. 1 note for \$25.00 due April 23, 1911.

And the first parties agree to keep the said sums insured for \$1500.00 and the Mortgagee

agree to pay a reasonable Attorneys fee on foreclosure

Now, if said part 1st of the first part shall pay or cause to be paid to said party 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 party 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 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 1st of the first part have hereunto set their hand the day and year first above written.

Edward H. Martin  
Mamie Martin

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 person 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 A. D. 1910.

My commission expires March 29th 1914

Seal

Effie Howell

Notary Public

## ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:

That, of County, in the State of Oklahoma, the within-named mortgagee in consideration of the sum of

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 their hand, this day of 19

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.

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## RECEIPT.

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