

## MORTGAGE RECORD, No. 57.

FROM

COMPARED  
TO

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 1 day  
of Oct A. D. 1909 at 11 o'clock A M.

Fees, \$

By

Deputy

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

THIS INDENTURE Made this 25th day of September, A. D. 1909, between A. J. Crookshanks  
and Hellie; his wife of Tulsa County, in the State of  
Oklahoma, of the first part, and Mrs. Laura Fraser of Tulsa County, in the State of  
Oklahoma, of the second part:

WITNESSETH, That said party of the first part, in consideration of

Six Hundred and no/100 Dollars (\$ 600.00),  
the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said part of the second part her heirs and  
assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:  
Lot eight (8) in Block two (2) in the Hackathorn Addition to the  
City of Tulsa, Oklahoma, according to the recorded plat thereof

It is further agreed that in event that the second party Fraser  
sue to foreclose this mortgage, the first party Crookshanks agree to pay an  
additional sum of 10.00 of the principal sum, as attorney fee to be taxed  
as costs in said action.

TO HAVE AND TO HOLD THE SAME unto the said party of the second part her 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 Mortgagor  
has this day executed and delivered her certain promissory note in writing to said part of the second part, described as follows:

Tulsa, Okla. Sept. 25, 1909.  
One year after date for value received, I, we or either of us, promise to pay  
to the order of Mrs. Laura Fraser, Six hundred and no/100 Dollars, the First  
National Bank, Tulsa, Okla. with interest at the rate of 10.00 per annum  
payable annually from date until paid. The interest if not paid  
before due to become part principal and bear interest and in case this note  
is collected by an attorney or by legal proceedings we agree to pay  
an additional sum of 10.00 of the amount of this note as attorney  
fee. Dated Sept. 25, 1909.

Now, if said part of the first part shall pay or cause to be paid to said part of the second part her 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 of the first part for said consideration do hereby expressly waive an appraisal of said real estate and all benefit of the home-  
stead exemption and stay laws of the State of Oklahoma.

IN WITNESS WHEREOF, The said part of the first part has hereunto set their hand the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me

A. B. Berger Notary  
in and for said County and State on this 30 day of September, 1909, personally appeared  
A. J. Crookshanks and Hellie Crookshanks 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 11 1912 (Seal) notary Public

## ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:  
That her of Tulsa County,  
in the State of Oklahoma, the within-named mortgage in consideration of the sum of 600.00 DOLLARS,  
to her 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 her hand this 30 day of September, 1909.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 30 day of September, A. D. 1909, at  
o'clock M. Fee, \$

Register of Deeds.

\$

## RECEIPT.

Received of her the within-named mortgagor the sum of  
and 600.00 DOLLARS,  
in full satisfaction of the within mortgage.

State of Missouri  
Livingston County  
Appointed  
I hereby acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.  
W. William B. Payton  
Notary Public  
My commission expires Oct. 17, 1911.