

MORTGAGE RECORD, No. 57.

FROM

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 11 day
of Oct - A. D. 1909, at 10 o'clock a.m.

Fees, \$

By *J. H. Henshaw* Deputy.
Register of Deeds.

MORTGAGE OF REAL ESTATE.—SAML DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 19789.

THIS INDENTURE, Made this 8 day of October, A. D. 1909, between *S. E. Dunn*
and *Lotta H. Dunn* his wife of *Tulsa* County, in the State of
Oklahoma, of the first part, and *Percy Collins* of *Tulsa* County, in the State of
Oklahoma, of the second part:

WITNESSETH, That said part of the first part, in consideration of *Sixteen Hundred & no*
Dollars (\$ *1600*),
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:
Lot 13 Thirteenth (13) block two (2) of the
Bliss Addition To Tulsa Oklahoma according to
the recorded plat thereof DOLLARS,

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.

H. H. Dunn wife *one* certain promissory note in writing to said part of the second part, described as follows:
Dated Jan 20-1909 for 1600.00 payable 5 years after date with
interest at 6% payable semi-annually
First party agrees to keep the buildings on the
above premises insurably insured against loss by fire
and storm in a sum not less than 1600.00 & his if any
payable to the second party as interest may appear at call
time and policies delivered to said second party

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 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 *Fred D. Thompson* a *Notary Public*
in and for said County and State on this 9 day of *October*, 1909, personally appeared
S. E. Dunn and *Lotta H. Dunn* 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.
My commission expires *July 11* 1913 *Fred D. Thompson*
Notary Public

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:
That *the* of *Tulsa* County,
in the State of Oklahoma, the within-named mortgage in consideration of the sum of *1600*
and *no* DOLLARS,
to *the* 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 *his* hand this *9* day of *October*
19 *1909*

EXECUTED IN PRESENCE OF

This assignment was filed for record on the *11* day of *October*, A. D. 19 *1909*, at *10*
o'clock *a.m.* Fee, \$ *1.00*
Register of Deeds.
19 *1909*

RECEIPT.

Received of *the* the within-named mortgagor the sum of *1600*
and *no* DOLLARS,
in full satisfaction of the within mortgage.