

MORTGAGE RECORD, No. 57.

FROM	State of Oklahoma, Tulsa County, ss.
TO	This instrument was filed for record on the <u>25</u> day of <u>Oct</u> A. D. 19 <u>09</u> , at <u>3</u> o'clock <u>P</u> . M.
	Fees, \$.....
	By <u>H. H. Hartley</u> Register of Deeds.
	Deputy. <u>See</u>

MORTGAGE OF REAL ESTATE—BANK DOWNSIDE BOOK CO., LEAVENWORTH, KAN. No. 19783.

THIS INDENTURE, Made this 23 day of October, A. D. 1909, between Charles W. Grimes and Josephine Grimes of Tulsa County, in the State of Oklahoma, of the first part, and Samuel F. Rudell of Brown County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1 of the first part, in consideration of thirteen hundred and nine Dollars (\$ 1309.00), the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said part 2 of the second part, heirs and assigns, the following described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

lots numbered five (5) and six (6) in Block numbered Three (3) and lot numbered four (4) in Block numbered six (6) all in the Billings addition to Tulsa, Oklahoma, according to the recorded plat thereof.

TO HAVE AND TO HOLD THE SAME unto the said part 2 of the second part, 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 Charles W. Grimes has this day executed and delivered this certain promissory note in writing to said part 2 of the second part, described as follows:

\$1309.00 Tulsa Oklahoma October 23rd 1909.
One year after date for value received we promise to pay to Samuel F. Rudell or order thirteen hundred and nine and 00/100 dollars at Tulsa to bear interest at the rate of 7 per cent per annum payable semi-annually and further hereby agree that if this note is not paid when due we pay all costs necessary for collection including lawyer's fees for attorney fees.

Now, if said part 1 of the first part shall pay or cause to be paid to said part 2 of the second part, 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 2 of the second part shall be entitled to the possession of said premises. And the said part 1 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 1 of the first part has hereunto set their hand and the day and year first above written.

Charles W. Grimes
Josephine Grimes

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me Henry L. Reed Notary Public in and for said County and State on this 23 day of Oct, 1909, personally appeared Charles W. Grimes and Josephine Grimes 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 Feb 15 1910 See Henry L. Reed

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS: That Charles W. Grimes of Tulsa County, in the State of Oklahoma, the within-named mortgage in consideration of the sum of 1309.00 and 00/100 DOLLARS, to Samuel F. Rudell in hand paid, the receipt whereof is hereby acknowledged, do hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto Samuel F. Rudell 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 23 day of Oct 1909.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 25 day of Oct, A. D. 1909, at 3 o'clock P. M. Fee, \$.....

Register of Deeds.

RECEIPT.

Received of Samuel F. Rudell the within-named mortgagor the sum of 1309.00 and 00/100 DOLLARS, in full satisfaction of the within mortgage.