

MORTGAGE RECORD, No. 57.

FROM	State of Oklahoma, Tulsa County, ss.
TO	This instrument was filed for record on the <u>18</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. Walkey</u> Register of Deeds. Deputy.

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

THIS INDENTURE, Made this 18th day of October, A. D. 1909, between Williametta Ford of Tulsa County, in the State of Oklahoma, of the first part, and J. M. Berry of Tulsa County, in the State of Oklahoma, of the second part:
WITNESSETH, That said part is of the first part, in consideration of Fine Thousand \$5,000.00 Dollars (\$.....), the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said part of of the second part his heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:
Lot 10, Block 5, 5th Street, addition to the City of Tulsa according to the recorded plat.....DOLLARS,

TO HAVE AND TO HOLD THE SAME unto the said part of 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.
PROVIDED ALWAYS, And these presents are upon this express condition, that whereas said Williametta Ford has this day executed and delivered to certain promissory note in writing to said part of of the second part, described as follows:
Five Thousand Dollars Tulsa, Oklahoma Oct 18-1909
Five months after date for value received and on
either of us as principals promising to pay to the order
of the Central National Bank of Tulsa, Oklahoma
Five Thousand Dollars at the Central National
Bank of Tulsa, Okla., with interest at 8 per cent
per annum after maturity until paid. The principal
sums and interest hereon are hereby assigned, agreed
that this note is to be paid to the Central National Bank
Now, if said part of of the first part shall pay or cause to be paid to said Central National Bank 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 of the second part shall be entitled to the possession of said premises. And the said part of 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 is of the first part has hereunto set their hands the day and year first above written.
Williametta Ford
C. L. Ford

STATE OF OKLAHOMA, TULSA COUNTY, ss.
Before me Dessie L. Dwyer notary Public
in and for said County and State on this 18 day of October, 1909, personally appeared Williametta Ford and C. L. Ford 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 May 6-1912 seal Dessie L. Dwyer notary Public

KNOW ALL MEN BY THESE PRESENTS:
That.....of.....County, in the State of Oklahoma, the within-named mortgage.....in consideration of the sum of.....and.....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 has hereunto set.....hand.....this.....day of.....19.....

EXECUTED IN PRESENCE OF
This assignment was filed for record on the.....day of.....A. D. 19....., at.....o'clock.....M. Fee, \$.....
Register of Deeds.
19.....

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