

MORTGAGE RECORD, No. 57.

FROM

State of Oklahoma, Tulsa County, ss.

TO

This instrument was filed for record on the 7 day
of Sept. A. D. 1909 at 2 o'clock P. M.
Fees, \$

By *seal* Deputy.

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

THIS INDENTURE, Made this 6th day of September, A. D. 1909, between *A. C. Hawkins & wife Hannah M. of Tulsa* County, in the State of Oklahoma, of the first part, and *W. D. Snyder* of *Tulsa* County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part *1* of the first part, in consideration of *One Thousand and One Hundred* Dollars (\$ *1100.00*), the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said part *4* 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 312 in Block numbered 100 in Lynch and Forsythe addition to the City of Tulsa* DOLLARS,

TO HAVE AND TO HOLD THE SAME unto the said part *4* 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 *A. C. Hawkins & wife* has this day executed and delivered *one* certain promissory note in writing to said part *4* of the second part, described as follows:

For a principal sum of One Thousand and One Hundred dollars due and payable two years after date thereof and to bear interest at the rate of eight per cent per annum payable semi annually and if not paid when due to become part of the principal and bear interest at same rate. First parties agree to keep all taxes paid and insurance on said premises in a sum not less than \$600.00 payable to mortgagee as his interest may appear in case of loss.

Now, if said part *1* of the first part shall pay or cause to be paid to said part *4* 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 *4* 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 does hereby expressly waive an appraisement 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, the day and year first above written.

A. C. Hawkins
Hannah Hawkins

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me *Benjamin C. Corner* notary public in and for said County and State on this *6th* day of *September*, 1909, personally appeared *A. C. Hawkins and Hannah M. Hawkins 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 *March 29*, 1911.

Benjamin C. Corner
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 *_____* 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 *_____*, 1909.

EXECUTED IN PRESENCE OF

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

\$ *_____* Register of Deeds. *_____*

RECEIPT.

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

For value received, I acknowledge satisfaction and payment in full of this within mortgage, and return it to the mortgagor.

Signed and acknowledged before me *_____* Register of Deeds.