MORTGAGE RECORD, No. 57.

FROM

TO

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 26 day of Oct A. D. 1909 at 12 o'clock — M.

Fees, $

H. C. Walkley
Register of Deeds.

By Deputy.

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

THIS INDENTURE, Made this 22 day of October, A. D. 1909 between Arthur B. Norton and wife Alice C. Norton of Tulsa County, in the State of Oklahoma, of the first part, and Annie Taylor Jones of Washington D.C. County, in the State of ~~Oklahoma~~, of the second part:

WITNESSETH, That said parties of the first part, in consideration of Two Thousand Dollars ($ 2000.00), 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: The northerly fifty (50) feet of Lot One (1) in Block one hundred (100) in Standley & Gardner's Addition to the Original plat of the City of Tulsa Oklahoma DOLLARS,

TO HAVE AND TO HOLD THE SAME unto the said part 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 Arthur B. Norton and wife Alice C. Norton has this day executed and delivered their certain promissory note in writing to said part of the second part, described as follows:

One Promissory note of Two Thousand Dollars 2000. due October 22 1911

One Interest note of Eighty Dollars $80.00 due 4-22-10

" " " " " " " 10-22-10

" " " " " " " 4-22-11

" " " " " " " 10-22-11

Now, if said part of the first part shall pay or cause to be paid to said part 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 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 appraisement of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma. any & all taxes which may be assessed against the title & the property & all the same shall be paid by the grantors herein mentioned & become part of this debt

IN WITNESS WHEREOF, The said part of the first part ha hereunto set this hand & the day and year first above written.

Arthur B Norton

Alice C Norton

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me C. D. Coggeshall a notary public in and for said County and State on this 22 day of October, 1909, personally appeared Arthur B. Norton and wife Alice C. Norton to me known to be the identical person s 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 11 1911 Seal C. D. Coggeshall

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 ha 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 mortgagor the sum of and DOLLARS, in full satisfaction of the within mortgage.