

MORTGAGE RECORD, No. 57.

FROM	State of Oklahoma, Tulsa County, ss.
	This instrument was filed for record on the <u>15</u> day of <u>Oct</u> , A. D. 19 <u>09</u> , at <u>10</u> o'clock <u>a</u> . M.
TO	Fees, \$ <u>Seal</u> <u>H. B. Walker</u> Register of Deeds.
	By <u>Seal</u> Deputy.

MORTGAGE OF REAL ESTATE—SAML DODD WORTH BOOK CO., LEAVENWORTH, KAN. No. 19785.

THIS INDENTURE, Made this 15 day of October, A. D. 1909, between John Anna Davis and Oscar Davis, her husband of Tulsa County, in the State of Oklahoma, of the first part, and Bank of Oklahoma of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1st of the first part, in consideration of Sixty Dollars (\$ 60.00), the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said part 2nd of the second part their heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: Lot 12 in Block 11, 1st plat, (12) in the Cherokee Heights Addition to the City of Tulsa, Oklahoma, according to the recorded plat thereof. DOLLARS,

TO HAVE AND TO HOLD THE SAME unto the said part 2nd of the second part their 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 John Anna Davis and Oscar Davis ha at this day executed and delivered one certain promissory note in writing to said part 2nd of the second part, described as follows:

Tulsa, Okla. October 15, 1909.
Twenty days after date here, promise to pay to the order of Bank of Oklahoma, Sixty Dollars, with interest from maturity at the rate of ten per cent per annum.
John Anna Davis
Oscar Davis
signed

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

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me W. B. Brockman Notary Public
in and for said County and State on this 15 day of October, 1909, personally appeared John Anna Davis and Oscar Davis, her husband 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 14th, 1911. Seal W. B. Brockman Notary Public.

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:
That Bank of Oklahoma of Tulsa County, in the State of Oklahoma, the within-named mortgage in consideration of the sum of 60.00 DOLLARS, to Bank of Oklahoma in hand paid, the receipt whereof is hereby acknowledged, do hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto Bank of Oklahoma 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 their hand this 15 day of October, 1909.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 15 day of October, A. D. 1909, at 10 o'clock a. M. Fee, \$ Seal H. B. Walker Register of Deeds.
\$ Seal H. B. Walker Register of Deeds.

RECEIPT.

Received of Bank of Oklahoma the within-named mortgagor the sum of 60.00 DOLLARS, in full satisfaction of the within mortgage.