

82

MORTGAGE RECORD.

COMPARED

FROM

TO

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 24 day of May A. D. 1910, at 11 o'clock A. M.

Fees, \$

By

Deputy.

Register of Deeds.

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

THIS INDENTURE, Made this 24 day of May A. D. 1910, between B. B. Cunningham of Tulsa County, in the State of Oklahoma, of the first part, and Clara B. Turner of Princeton, Indiana County, in the State of Oklahoma, of the second part:

WITNESSETH, That said party of the first part, in consideration of three hundred and no/100 Dollars (\$ 300.00), the receipt of which is hereby acknowledged, do hereby these presents grant, bargain, sell and convey unto said party of the second part, her heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

Lot twelve (12) in block thirteen (13) of original addition to the City of Tulsa according to the recorded plat thereof on file in the proper office in said County and State.

TO HAVE AND TO HOLD THE SAME unto the said party 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 B. B. Cunningham has on this day executed and delivered to said party of the second part, a certain promissory note in writing to said party of the second part, described as follows: Six months after date, for value received, I promise to pay to the order of Clara B. Turner, three hundred and no/100 Dollars, at Princeton, Indiana with interest at the rate of ten (10) per cent. per annum, payable semi-annually from date until paid. The interest if not paid when due to become a part of principal and bear the same rate of interest. Payment is given first party to renew the said note for another six months.

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

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, James B. Rucker a Notary Public in and for said County and State on this 24 day of May, 1910, personally appeared B. B. Cunningham and Clara B. Turner to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires April 19, 1913. Seal James B. Rucker

ASSIGNMENT.

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 her hand this day of 1910.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the day of A. D. 1910, 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.