

MORTGAGE RECORD.

COMPARED

FROM

State of Oklahoma, Tulsa County, ss.

TO

This instrument was filed for record on the 16 day of July A. D. 1910, at 3:15 o'clock P. M.

Notary, \$

By

Deputy.

Register of Deeds.

MORTGAGE OF REAL ESTATE.—BANK DODSWORTH BROS. CO., LEAVENWORTH, KAN. No. 10788

THIS INDENTURE, Made this 16th day of July A. D. 1910, between John H. Brown and Helen M. Brown (his wife) of Tulsa County, in the State of Oklahoma, of the first part, and C. H. Nagel of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of Eleven hundred Dollars (\$1100.00), the receipt of which is hereby acknowledged, do hereby by these presents grant, bargain, sell and convey unto said party of the second part, his heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

Lot numbered four (4) in Block numbered two (2) in the Bellview Addition to the City of Tulsa, Oklahoma, according to the recording plat thereof.

TO HAVE AND TO HOLD THE SAME unto the said party 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 parties of the first part have this day executed and delivered their certain promissory notes in writing to said party of the second part, described as follows: 11 Notes in the sum of \$100.00 each bearing interest at the rate of 6% from date numbered 1 to 11, consecutively dated July 16, 1910 payable to the order of C. H. Nagel signed by John H. Brown and Helen M. Brown, the first note becoming due and payable on or before 3 months after date and each succeeding note thereafter becoming due and payable on or before 3 months after maturity of note last preceding.

Now, if said parties of the first part shall pay or cause to be paid to said party 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 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 parties of the first part hereunto set their hand the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, C. H. Grimes

in and for said County and State on this 16th day of July 1910, personally appeared John H. Brown and Helen M. Brown (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 February 17, 1911

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:

That, of Tulsa County, in the State of Oklahoma, the within-named mortgage in consideration of the sum of Dollars, and 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 hereunto set hand this day of

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 Dollars, in full satisfaction of the within mortgage.