

MORTGAGE RECORD.

FROM

TO

COMPARED

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 20 day
of July, A. D. 1910, at 10 o'clock A. M.
Fee, \$.

By H. B. Wacker Deputy,
Register of Deeds

MORTGAGE OF REAL ESTATE.—SAML. BODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 10788

THIS INDENTURE, Made this 20th day of July, A. D. 1910, between J. S. Miller of Tulsa County, in the State of Oklahoma, of the first part, and H. M. Harner and J. S. Miller of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1st of the first part, in consideration of Three hundred Dollars (\$ 300.00), the receipt of which is hereby acknowledged, do hereby 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 twelve (12) in Block Eighteen (18) in the Owen Addition of the City of Tulsa, Oklahoma, according to the amended plat thereof, dated April 25, 1907 and duly filed for record. 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 thereto belonging, or in anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas said part 1st of the first part, his certain promissory note, in writing to said part 2nd of the second part, described as follows:

Note for \$300 of even date, dated July 20, 1910, with interest at 10% per annum from date, payable by Joseph S. Miller to H. M. Harner and J. S. Miller.

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 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 has hereunto set his hand the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, Peter Deichman Notary Public in and for said County and State on this 20th day of July, 1910, personally appeared Joseph S. Miller, a bachelor and he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires Dec 1 1911.

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:

That Joseph S. Miller of Tulsa County, in the State of Oklahoma, the within-named mortgagee, in consideration of the sum of Three hundred and no DOLLARS, to him 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 his hand this 20th day of July, 1910.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 20th day of July, A. D. 1910, at 10 o'clock A. M. Fee, \$.

Register of Deeds.

RECEIPT.

Received of Joseph S. Miller the within-named mortgagee the sum of Three hundred DOLLARS; and in full satisfaction of the within mortgage.

For value received, I acknowledge satisfaction and payment in full of the within mortgage, and

Signed and acknowledged before me