

MORTGAGE RECORD.

FROM

State of Oklahoma, Tulsa County, ss.

COMPARED

TO

This instrument was filed for record on the 21 day
of July, A. D. 1910, at 5 o'clock a M.
Fee, \$.

By H. C. Wackey
Register of Deeds
Deputy.

MORTGAGE OF REAL ESTATE.—BANK DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 10783

THIS INDENTURE, Made this 20th day of July, A. D. 1910, between R. B. Brady of Tulsa County, in the State of Oklahoma, of the first part, and Exchange National Bank of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1 of the first part, in consideration of Eight thousand Dollars (\$8000.00), the receipt of which is hereby acknowledged, do hereby presents grant, bargain, sell and convey unto said part 2 of the second part, its successors and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

The north fifty (50) feet of Lot Two (2) in Block five (5) and all of Lot one (1) and Lot two (2) and the north twenty (20) feet of Lot three (3) in Block twenty (20) on (21) all in the north Tulsa Addition to the City of Tulsa, Oklahoma.

TO HAVE AND TO HOLD THE SAME unto the said part 2 of the second part, its successors 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 R. B. Brady had this day executed and delivered a certain promissory note in writing to said part 2 of the second part, described as follows:

One note of \$8000.00 dated July 20th 1910 due in sixty days Payable to the Exchange National Bank of Tulsa Okla. with interest at 10% per annum from maturity signed R. B. Brady by H. T. Brady Attorney in fact H. T. Brady and Maurice A. Davidson

Now, if said part 1 of the first part shall pay or cause to be paid to said part 2 of the second part, its successors 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 2 of the second part shall be entitled to the possession of said premises. And the said part 1 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 1 of the first part has hereunto set Hand the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, O. F. Mason Notary Public
in and for said County and State on this 20th day of July, 1910, personally appeared H. T. Brady, Attorney in fact for R. B. Brady and to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires May 12 1912 O. F. Mason, Notary Public

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:

That the within-named mortgage of Tulsa County, in the State of Oklahoma, the within-named mortgage, in consideration of the sum of Eight thousand DOLLARS,

to the within-named mortgagee 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 Hand this 21st day of July, 1910.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 21st day of July, A. D. 1910, at 5 o'clock a M., Fee, \$.

Register of Deeds.

RECEIPT.

Received of the within-named mortgagee the sum of Eight thousand DOLLARS, in full satisfaction of the within mortgage.