

MORTGAGE RECORD.

121

COMPANY

FROM

State of Oklahoma, Tulsa County, ss.

TO

This instrument was filed for record on the 21 day of July A. D. 1910, at 10 o'clock A. M.

By *Dec* *H. H. Hurd* Register of Deeds.
Deputy.

MORTGAGE OF REAL ESTATE.—SAML DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 10738

THIS INSTRUMENT, Made this 17th day of July A. D. 1910, between *L. E. Bowles and Maggie Bowles his wife* of Tulsa County, in the State of Oklahoma, of the first part, and *R. D. Hainsworth* of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part of the first part, in consideration of the sum of *Eight hundred — \$800* Dollars (\$), the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part of the second part, *his* heirs and assigns, the following-described Real Estate, situated in *Tulsa* County, and State of Oklahoma, to-wit:

The South half of Block Sixteen in Homestead addition to the town of Broken Arrow, Okla. DOLLARS,

TO HAVE AND TO HOLD THE SAME unto the said part 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 *L. E. Bowles and Maggie Bowles* have this day executed and delivered *Other* certain promissory note in writing to said part of the second part, described as follows:

No. 5800. Broken Arrow, Okla. July 12, 1910. One year after date without demand, notice or protest we or either of us as principal promise to pay to the order of R. D. Hainsworth Eight hundred — \$800 Dollars for value received, negotiable, at payable on or before from date at the rate of eight per cent per annum until paid. Payable at the first National Bank of Broken Arrow, Okla. If the interest be not paid annually, it shall become a part of the principal and bear the same rate of interest. The maker hereof also endorses and agrees to let the time of payment be extended without and consent from time to time until paid. In case this note is placed in the hands of an attorney for collection agree to pay additional attorneys fee.

Now, if said part of the first part shall pay or cause to be paid to said part 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 part of the second part shall be entitled to the possession of said premises. And the said part of the first part for said consideration do hereby expressly waive an appraisalment 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 of the first part ha. hereunto set *hand* first day of year first above written.

L. E. Bowles
Maggie Bowles

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, *F. L. Hurd* a Notary Public in and for said County and State on this 17th day of July, 1910, personally appeared *L. E. Bowles* and *Maggie Bowles 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 *Jan 21* 1911.

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS: That *L. E. Bowles* of *Tulsa* County, in the State of Oklahoma, the within-named mortgagee, in consideration of the sum of *Eight hundred — \$800* Dollars, to *him* in hand paid, the receipt whereof is hereby acknowledged, do hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto *him* 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 *hand* this *17th* day of *July* 1910.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the *17th* day of *July* A. D. 1910, at *10* o'clock *M* Fee, \$ *1.00* Register of Deeds.

RECEIPT.

Received of *L. E. Bowles* the within-named mortgagor the sum of *Eight hundred — \$800* Dollars, in full satisfaction of the within mortgage.