

MORTGAGE RECORD.

FROM

TO

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 23 day of July A. D. 1910, at 11:35 o'clock A. M.

By *H. W. Mackley* Deputy Register of Deeds.

MORTGAGE OF REAL ESTATE.—BANK DOWNSWORTH BOOK CO., LEAVENWORTH, KAN. No. 10788

THIS INDENTURE, Made this 15th day of July A. D. 1910, between *J. E. Moore and Delle Moore his wife* of *Dawson, Tulsa* County, in the State of Oklahoma, of the first part, and *Miss Emma Jones* of *Dawson, Tulsa* County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of *Thirty* Dollars (\$30.00), the receipt of which is hereby acknowledged, do by 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:

Lots one (1) and two (2) in Block Eighteen (18) with all improvements thereon in the town of Dawson, Okla. as per recorded amended plat thereof.

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 *J. E. Moore and Delle Moore* have this day executed and delivered *1* certain promissory note in writing of said party of the second part, described as follows:

Three months after date we promise to pay to the order of Miss Emma Jones thirty and no more Dollars for value received negotiable and payable without defalcation or discount and with interest from date at 8% per annum. If the interest be not paid annually to become as principal and bear the same rate of interest.

Signed *J. E. Moore*
Delle Moore

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 appraisement 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 have hereunto set *their* hands the day and year first above written.

J. E. Moore
Delle Moore

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, *Geo. G. Rhynes* Notary Public in and for said County and State on this 15th day of July 1910, personally appeared *J. E. Moore* and *Delle Moore 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 *March 10, 1913* *Geo. G. Rhynes* Notary Public

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, ha hereunto set *_____* hand this *_____* day of *_____* 19*_____*

EXECUTED IN PRESENCE OF

This assignment was filed for record on the *_____* day of *_____* A. D. 19*_____*, at *_____* o'clock *_____* M. Fee, \$ *_____*

Register of Deeds.

RECEIPT.

Received of *_____* the within-named mortgagee the sum of *_____* and *_____* DOLLARS, in full satisfaction of the within mortgage.