

MORTGAGE RECORD.

FROM

TO

COMPARED

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 29 day of July, A. D. 1910, at 3 o'clock P. M.

Fees, \$

By

Deputy.

Register of Deeds.

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

THIS INDENTURE, Made this 1st day of July, A. D. 1910, between L. L. Reber and Ella Reber his wife of Tulsa County, in the State of Oklahoma, of the first part, and J. H. Davis of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of \$600.00 Dollars (\$600.00), the receipt of which is hereby acknowledged, do hereby 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:

all of Lot (8) Eigh, Lot (9) Nine Block Twenty Eight (28) in West Tulsa, Oklahoma, according Government Survey and Recorded 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 L. L. Reber and Ella Reber his wife have this day executed and delivered 26 certain promissory notes in writing to said party of the second part, described as follows: Twenty five of above named notes being for Twenty five Dollars each and bearing Eight per cent interest from date one of said notes falling due on August first 1910 and the remaining twenty four notes falling due on the first day of each successive month for the term of twenty four months. The remaining notes being for thirty five Dollars bearing eight per cent interest and becoming due Sept. 1, 1912. Nineteen hundred and twelve.

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 notes 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 parties 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 and seals the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, The undersigned, a Notary Public in and for said County and State on this 1st day of July, 1910, personally appeared L. L. Reber and Ella S. Reber they 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 June 15, 1911. W. A. Reynolds, Notary Public.

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, 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 has hereunto set their hands this day of 1910.

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.

For value received, I acknowledge satisfaction and payment in full of the within mortgage, and same is hereby released.

J. H. Davis

Signed and acknowledged before me, J. H. Davis, 1st 1910

Register of Deeds