

## MORTGAGE RECORD.

COMPARED

FROM

TO

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 30 day  
of Jul A. D. 1910, at 9 o'clock a M.

Fees, \$.

By Seaf. H. C. Walkley  
Register of Deeds.  
Deputy.

MORTGAGE OF REAL ESTATE.—SAML. BOWENWORTH BOOK CO., LEAVENWORTH, KAN. No. 19788

THIS INDENTURE, Made this 9 day of December A. D. 1909, between Fannie E. Tye  
and F. J. Tye, her husband of Tulsa County, in the State of  
Oklahoma, of the first part, and L. M. Sumpter of Tulsa County, in the State of  
Oklahoma, of the second part;

WITNESSETH, That said parties of the first part, in consideration of the sum of One Hundred & ten  
Dollars (\$110),  
the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said party of the second part, his heirs and  
assigns, the following-described Real Estate, situated in the County, and State of Oklahoma, to-wit:

Lot three (3) in Block eight (8) in the Owens addition  
to the city of Tulsa, Okla. For value received, I acknowledge satisfaction and payment in full of the DOLLARS  
within mortgage, and same is hereby released.

TO HAVE AND TO HOLD THE SAME unto the said party of the second part, his heirs and assigns, together with all 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 Fannie E. Tye & F. J. Tye  
had this day executed and delivered their certain promissory note in writing to said party of the second part, described as follows:

Worth Dec. 9" a. 9 due Dec. 9" 1910 Face \$110  
Interest at 10% from date until paid payable to L. M. Sumpter  
payable at the Central Natl. Bk. Tulsa, Okla. signed by  
Fannie E. Tye & F. J. Tye

Reasonable attys. fees allowed & taxed as costs if not paid at maturity

Now, if said party 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 note, 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 appraisalment of said real estate and all benefit of the home-  
stead exemption and stay laws of the State of Oklahoma.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand the day and year first above written.

## STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, the undersigned Notary Public  
in and for said County and State on this 10 day of December, 1909, personally appeared  
Fannie E. Tye & F. J. Tye, wife & husband  
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 2/12 1911 Seaf. Notary Public

## ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:  
That the of the County,  
in the State of Oklahoma, the within-named mortgage in consideration of the sum of the and DOLLARS,  
to the 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 10 day of Dec, 1909.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 10 day of Dec, A. D. 1909, at 9 o'clock a M. Fee, \$ 0.00

Register of Deeds.

## RECEIPT.

Received of the the within-named mortgagor the sum of the and DOLLARS,  
in full satisfaction of the within mortgage.