

MORTGAGE RECORD.

FROM

State of Oklahoma, Tulsa County, ss.

TO

This instrument was filed for record on the 28 day
of May A. D. 1910, at 10 o'clock A. M.
Fee, \$

By Deputy.

H. B. W. Seely
Register of Deeds.
Seal

MORTGAGE OF REAL ESTATE—BANK DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 19788

THIS INDENTURE, Made this 25 day of May A. D. 1910, between Ira F. Blakely, N. S. Moore & George Drury of the first part, and O. M. Lancaster & P. M. Kerr of the second part, of Tulsa County, in the State of Oklahoma, of the first part, and

WITNESSETH, That said parties of the first part, in consideration of Five Thousand and no/100 Dollars (\$5,000.00),

the receipt of which is hereby acknowledged, do hereby by these presents grant, bargain, sell and convey unto said parties of the second part, their heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

The Westerly forty five (45) feet of Lot Number Three (3) in Block number One hundred and thirty seven (137) in the original townsite of Tulsa, Oklahoma, according to the plat thereof as filed for record in the office of the Register of Deeds in and for Tulsa County, Oklahoma.

TO HAVE AND TO HOLD THE SAME unto the said parties of the second part, their 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 Ira F. Blakely, N. S. Moore & George Drury have this day executed and delivered a certain promissory note, in writing, to said parties of the second part, described as follows:

\$5000.00
One year after date, for value received, we promise to pay to O. M. Lancaster and P. M. Kerr or order Five Thousand and no/100 dollars at Tulsa, Oklahoma, the true interest at the rate of 8 per cent per annum from date and further hereby agree that of this note is not paid when due, to pay all costs necessary for collection including two per cent for attorney's fees (Signed) Ira F. Blakely, N. S. Moore, George Drury

Now, if said parties of the first part shall pay or cause to be paid to said parties of the second part, their 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 parties 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 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 parties of the first part have hereunto set their hands the day and year first above written.

Missouri Mercantile
STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, Laura Robinson, Notary Public in and for said County and State on this 26 day of May 1910, personally appeared Ira F. Blakely, N. S. Moore & George Drury 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, and that no part of within described property is a homestead of any of parties named herein. My commission expires Nov 12 1913.

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:

That, 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, ha hereunto set _____ hand 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.