

## MORTGAGE RECORD.

COMPARED

FROM

TO

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 9 day  
of Aug A. D. 1910, at 10 o'clock A. M.  
Fees, \$.

By H. W. Wacker Deputy.  
Register of Deeds.

MORTGAGE OF REAL ESTATE.—BANK DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 10728

THIS INDENTURE, Made this 18th day of July, A. D. 1910, between A. L. Phillips  
and Kathleen Phillips, his wife of Tulsa County, in the State of  
Oklahoma, of the first part, and H. W. Wacker of Tulsa County, in the State of  
Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of Nine Hundred Dollars (\$ 900.00),  
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 Tulsa County, and State of Oklahoma, to-wit:  
Beginning at a point twenty-five (25) feet north of the Southwest  
Corner of Lot Six (6) in Block forty seven (47) of the city of Tulsa, according  
to the plat and survey thereof, and running thence north twenty  
five feet, thence east one hundred and forty feet to the alley, thence south twenty  
five feet, thence west one hundred and forty feet to the place of beginning.

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 Party of the first part  
have this day executed and delivered their certain promissory notes in writing to said party of the second part, described as follows:

Nine Notes for \$100.00 each, dated July 12, 1910, and due respectively  
October 1, 1910, January 1, 1911, April 1, 1911, July 1, 1911, October 1, 1911, Jan-  
uary 1, 1912, April 1, 1912, July 1, 1912, October 1, 1912, all for value  
received, and payable to the order of the party of the second part  
and bearing interest from date at the rate of ten per cent per annum  
until paid and signed by the parties of the first part.

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 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 party of the first part for said consideration do hereby expressly waive an appraisal 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.

A. L. Phillips  
Kathleen Phillips

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, a notary Public  
in and for said County and State on this 18th day of July, 1910, personally appeared  
A. L. Phillips and Kathleen Phillips, 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. Witness my hand and notarial seal  
at office in Tulsa, Oklahoma the day and date above written.  
My commission expires February 23- 1912 (Seal) Orville L. Booth  
notary Public

## ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:

That the within-named mortgage of the within-named mortgage County,  
in the State of Oklahoma, the within-named mortgage. In consideration of the sum of the within-named mortgage DOLLARS,

to the within-named mortgage 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 the within-named mortgage 1910

EXECUTED IN PRESENCE OF

This assignment was filed for record on the the within-named mortgage day of the within-named mortgage A. D. 1910, at the within-named mortgage o'clock the within-named mortgage M. Fee, \$.

Register of Deeds.

## RECEIPT.

Received of the within-named mortgage the sum of the within-named mortgage DOLLARS,  
In full satisfaction of the within mortgage.