

MORTGAGE RECORD.

COMPARED

FROM

TO

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 11 day
of August A. D. 1912, at 4:50 o'clock P.M.
Fees, \$ Rece

By Rece H. B. Glavin Register of Deeds,
Deputy,

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

THIS INDENTURE, Made this Eleventh day of August A. D. 1912, between J. E. Glavin of Tulsa County, in the State of Oklahoma, of the first part, and William Gibson of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part y of the first part, in consideration of Fifteen hundred Dollars (\$1,500.00), the receipt of which is hereby acknowledged, do sell by these presents grant, bargain, sell and convey unto said part y of the second part, his heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

Lot number Six (6) in Block Sixty (60) of the original town of Tulsa, Oklahoma, as shown by the plat thereof recorded in the Records office of Tulsa County, Oklahoma.

TO HAVE AND TO HOLD THE SAME unto the said part y 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 J. E. Glavin had this day executed and delivered his certain promissory note in writing to said part y of the second part, described as follows: Two notes each for the sum of Seven hundred fifty and 1/2 Dollars \$750.50 each dated August 11th 1910 and numbered one and two number one due and payable August 11th 1911. Number two due and payable August 11th 1912. Both payable at the Bank of Commerce, Tulsa, Oklahoma. Both bearing six per cent interest payable semi-annually and in default of payment of same to become as principal and bear same rate of interest. Said notes signed by J. E. Glavin were payable to William Gibson. (This mortgage is given to secure a part of the purchase money for said premises above described)

Now, if said part y of the first part shall pay or cause to be paid to said part y of the second part, his 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 part y of the second part shall be entitled to the possession of said premises. And the said part y 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 part y of the first part has hereunto set his hand, the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me James B. Rucker Notary Public
in and for said County and State on the 11th day of August, 1912, personally appeared J. E. Glavin and his executed the same as to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that his free and voluntary act and deed for the uses and purposes therein set forth.
My commission expires April 19, 1913 Rece James B. Rucker Notary Public

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:

That Rece of Tulsa County, in the State of Oklahoma, the within-named mortgage, in consideration of the sum of 1500.00 and 1500.00 DOLLARS, to Rece in hand paid, the receipt whereof is hereby acknowledged, do hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto Rece 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 Rece hereunto set his hand, this 11th day of August, 1912.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 11th day of August, A. D. 1912, at 4:50 o'clock P.M. Fee, \$ Rece

Register of Deeds.

For value received, I acknowledge satisfaction and payment in full of the

Received of William Gibson within mortgage, and same is hereby released. 10
Signed and acknowledged by William Gibson the within-named mortgagor the sum of 1500.00 DOLLARS, in full satisfaction of the within mortgage. August 12, 1912
Rece Register of Deeds