

## MORTGAGE RECORD.

FROM

State of Oklahoma, Tulsa County, ss.

TO

This instrument was filed for record on the 15 day  
of Aug A. D. 1910, at 12 o'clock P. M.

COMPARED

Fee \$ H. C. Wackey  
Register of Deeds.  
Seal

By Deputy.

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

THIS INDENTURE, Made this 12th day of August, A. D. 1910, between J. D. Huchabay  
and E. E. Huchabay of Tulsa County, in the State of  
Oklahoma, of the first part, and M. M. Shaver of Tulsa County, in the State of  
Oklahoma, of the second part:

WITNESSETH, That said part of the first part, in consideration of One hundred Dollars (\$100.00),  
the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 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 15 Block 8 in South Side Addition to  
Tulsa Okla. according to the recorded plat thereof DOLLARS

TO HAVE AND TO HOLD THE SAME unto the said part 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. D. Huchabay & E. E. Huchabay  
have this day executed and delivered to the said M. M. Shaver certain promissory note in writing to said part of the second part, described as follows:

One year after date, we or either of us as principal, promise to pay  
to the order of M. M. Shaver One Hundred Dollars (\$100.00) part  
value received, negotiable and payable at the First National Bank  
of Tulsa with interest at eight per cent per annum from maturity  
until paid. The makers, signers and Endorsers each severally  
will present for payment, notice of non-payment, protest and  
notes and further consents to any renewals or extensions without  
further notice.

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

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, Phil C. Kramer, Notary Public,  
in and for said County and State on this 12th day of August, 1910, personally appeared  
J. D. Huchabay and E. E. Huchabay  
to me known to be the identical person 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 21, 1912. Phil C. Kramer  
Notary Public

## ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:

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

and 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 19

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  
and 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.

Signed and acknowledged before me on this 12th day of August, 1910.

Register of Deeds.