

## MORTGAGE RECORD.

FROM

State of Oklahoma, Tulsa County, ss.

COMPARED

TO

This instrument was filed for record on the 19 day of Aug. A. D. 1910, at 8 o'clock A. M.

Fee \$

By

Deputy.

H. B. Wakley  
Register of Deeds.

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

THIS INDENTURE, Made this 17 day of August, 1910, A. D. 19, between O. W. Mieling and Maggie Mieling of Tulsa County, in the State of Oklahoma, of the first part, and Bank of Jenks of Jenks, Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part of the first part, in consideration of One hundred five dollars (\$105.00), the receipt of which is hereby acknowledged, do hereby these presents grant, bargain, sell and convey unto said part of the second part, their heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: Lot 9 in Block 44 in Jenks, Okla. according to the recorded plat thereof. One hundred five (\$105.00) DOLLARS,

TO HAVE AND TO HOLD THE SAME unto the said part 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 O. W. Mieling and Maggie Mieling have this day executed and delivered a certain promissory note in writing to said part of the second part, described as follows:

A note for \$105.00 dated August 17, 1910 for three months time. Note to bear 10% interest after maturity.

Now, if said part of the first part shall pay or cause to be paid to said part 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 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 appraisement of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma. Tulsa County.

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

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, Lloyd W. Brighton, Notary Public, in and for said County and State on this 17th day of August, 1910, personally appeared O. W. Mieling and Maggie Mieling, 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 July 11th, 1914. Lloyd W. Brighton

## ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS: That, Of Tulsa 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 have hereunto set their hands 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.