

MORTGAGE RECORD.

COMPARED

FROM

TO

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 23 day
of Aug A. D. 1910, at 8 o'clock P. M.
Fee, \$.

By H. C. Walkey Deputy.

Register of Deeds.

MORTGAGE OF REAL ESTATE.—HAML DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 19783

THIS INDENTURE, Made this 25 day of July A. D. 1910, between J. Wesley Johnson and Myma Johnson, his wife of Tulsa County, in the State of Oklahoma, of the first part, and The Oklahoma Valley State Bank of Broken Arrow, Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of Six hundred and no Dollars (\$600) the receipt of which is hereby acknowledged, do hereby presents grant, bargain, sell and convey unto said part of the second part its successors heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

Lot One (1) of Section Two (2) Township Seventeen (17) North Range Fourteen (14) East Containing 40 acres more or less DOLLARS according to the United States Survey thereof.

TO HAVE AND TO HOLD THE SAME unto the said part of the second part, its successors 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. Wesley Johnson & Myma Johnson have this day executed and delivered One certain promissory note in writing to said part of the second part, described as follows:

Dated at Broken Arrow, Oklahoma July 25- 1910 for \$600.00 due July 25, 1911, with interest after date at Ten per cent per annum payable at the office of the Oklahoma Valley State Bank of Broken Arrow, Oklahoma and providing for an attorney fee of fifty dollars if placed in the hands of said attorney for collection.

Now, if said parties of the first part shall pay or cause to be paid to said part of the second part, its successors 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 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 hand the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, C. M. Laws

in and for said County and State on this 25th day of July 1910, personally appeared J. Wesley Johnson and Myma Johnson 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 2/23/1914 1910 (Seal) Att. Laws 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 600 and no 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 the within-named mortgage 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 July 1910.

EXECUTED IN PRESENCE OF

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

Register of Deeds.

RECEIPT.

Received of the within-named mortgage the sum of 600 and no DOLLARS, in full satisfaction of the within mortgage.