

MORTGAGE RECORD.

FROM

State of Oklahoma, Tulsa County, ss.

TO

This instrument was filed for record on the 24 day
of Aug. A. D. 1910, at 9 o'clock P. M.
Fee, \$

By Deputy.

Register of Deeds.

MORTGAGE OF REAL ESTATE.—SAML. DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 10788

THIS INDENTURE, Made this 23rd day of August A. D. 1910, between O. J. Baker of Tulsa County, in the State of Oklahoma, of the first part, and John L. Middleton of Tulsa County, in the State of Oklahoma, of the second part

WITNESSETH, That said party of the first part, in consideration of Thirty nine hundred Eleven & 20/100 (\$3911.20) Dollars, the receipt of which is hereby acknowledged, does hereby 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:

All of the undivided half interest in and to the South West Quarter of Section twenty-seven (27), Township Nineteen (19) North Range Fourteen (14) East, Tulsa County Oklahoma.

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 O. J. Baker has this day executed and delivered one certain promissory note in writing to said party of the second part, described as follows:

Catoosa Okla. Aug 10, 1910
November 1, 1910 after date, I, we, or either of us, as principals, promise to pay to the order of John L. Middleton Thirty Nine hundred Eleven & 20/100 Dollars (\$3911.20) for value received negotiable and payable at the Farmers Merchants Bank, Catoosa, Oklahoma, with interest at 8 per cent per annum from date until paid. The makers, signers and endorsers each severally waive presentment for payment, notice of non-payment, protest and notice, and further consent to any renewal or extension without further notice.

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 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 party of the second part shall be entitled to the possession of said premises. And the said party of the first part shall keep property in good condition and keep insurance paid during term of this mortgage. 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 homestead exemption and any laws of the State of Oklahoma.

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, A. E. Henry notary Public
in and for said County and State on this 23rd day of August, 1910, personally appeared O. J. Baker and John L. Middleton who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth. Witness my hand and office seal the day and year above set forth.
My commission expires Sept 13, 1910. (Seal) A. E. Henry notary Public

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:

That O. J. Baker of Tulsa County, in the State of Oklahoma, the within-named mortgage in consideration of the sum of 3911.20 DOLLARS, to John L. Middleton in hand paid, the receipt whereof is hereby acknowledged, do hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto John L. Middleton 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 has hereunto set his hand this 24th day of August, 1910.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 24th day of August, A. D. 1910, at 9 o'clock P. M. Fee, \$

Register of Deeds.

RECEIPT.

Received of John L. Middleton the within-named mortgagor the sum of 3911.20 DOLLARS, in full satisfaction of the within mortgage.