

## MORTGAGE RECORD.

FROM

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 25 day of Aug, A. D. 1910, at 1 o'clock P. M.

Fees, \$

*[Signature]**[Signature]*

Register of Deeds.

By

Deputy.

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

THIS INDENTURE, Made this 25th day of August, A. D. 1910, between Austin Curtis and Polly Curtis his wife and wife of Tulsa County, in the State of Oklahoma, of the first part, and E. C. Denny of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of Three hundred fifty and no/100 Dollars (\$350.00), the receipt of which is hereby acknowledged, do hereby these presents grant, bargain, sell and convey unto said party of the second part, her heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

Lot number two (2) in Block number four (4) in Dinsley's addition to the City of Tulsa DOLLARS,

TO HAVE AND TO HOLD THE SAME unto the said party of the second part, her 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 Austin Curtis and Polly Curtis had this day executed and delivered their certain promissory notes in writing to said party of the second part, described as follows: One note for \$25.00 due Sept 26 1910. One note for \$25.00 due Oct 26 1910. One note for \$25.00 due Nov 26 1910. One note for \$25.00 due Dec 26 1910. One note for \$25.00 due Jan 26 1911. One note for \$25.00 due Feb 26 1911. One note for \$25.00 due Mar 26 1911. One note for \$25.00 due Apr 26 1911. One note for \$25.00 due May 26 1911. One note for \$25.00 due June 26 1911. One note for \$25.00 due July 26 1911. One note for \$25.00 due Aug 26 1911. One note for \$25.00 due Sept 26 1911. One note for \$25.00 due Oct 26 1911. All of said notes to draw interest at the rate of eight (8) per cent per annum.

Now, if said party of the first part shall pay or cause to be paid to said party of the second part, her 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 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 hands the day and year first above written.

*[Signature]*  
*[Signature]*

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, H. O. Busch

in and for said County and State on this 25th day of August, 1910, personally appeared Austin Curtis and Polly Curtis his wife and wife 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 7, 1911*[Signature]**[Signature]* 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 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. 19, 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.