

MORTGAGE RECORD.

FROM

TO

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 25 day
of Aug A. D. 1910, at 3⁴⁰ o'clock P. M.
Fees, \$

By H. C. Walker Deputy.

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

THIS INDENTURE, Made this 25th day of August A. D. 1910, between W. J. Carl and Mabel Carl, his wife of Tulsa County, in the State of Oklahoma, of the first part, and S. C. Walker of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part of the first part, in consideration of Sixty Two and 5/100 Dollars (\$ 62.50), 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: Lot Eleven (11) in Block Seventeen (17) in Burgess Hill Addition to the City of Tulsa in State of Oklahoma 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 W. J. Carl and Mabel Carl have this day executed and delivered their certain promissory note in writing to said part of the second part, described as follows: \$62.50 Tulsa, Okla August 25th 1910 November 1st 1910 after date, for value received I promise to pay to the order of S. C. Walker at office of W. D. Thurman of Tulsa, Okla. Sixty Two and 5/100 Dollars, with interest at 6 per cent per annum from maturity until paid interest payable annually. The parties makers and endorsers each jointly and severally expressly waive protest and consent without further notice to any renewal or extensions. W. J. Carl
Mabel Carl
No due (copy)

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 appraisalment of said real estate and all benefit of the homestead 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.

W. J. Carl
Mabel Carl

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, W. S. M. Cluskey Notary Public in and for said County and State on this 25th day of August 1910, personally appeared W. J. Carl and Mabel Carl they 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 May 20th 1911 Deol W. S. M. Cluskey Notary Public

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:

That W. J. Carl and Mabel Carl of Tulsa County, in the State of Oklahoma, the within-named mortgage in consideration of the sum of 62.50 and 62.50 DOLLARS, to S. C. Walker in hand paid, the receipt whereof is hereby acknowledged, do hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto his 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 his hand this 25th day of August 1910.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 25th day of August A. D. 1910, at 3⁴⁰ o'clock P. M. Fee, \$

Register of Deeds.

RECEIPT.

\$ 62.50 Received of S. C. Walker the within-named mortgagor the sum of 62.50 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 Sept 29-10

H. C. Walker Register of Deeds