

MORTGAGE RECORD.

FROM _____

TO _____

COMPARED _____

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 26 day of Aug. A. D. 1910, at 9:30 o'clock A. M.

Fee, \$ _____

By _____ Deputy.

Register of Deeds. (Seal)

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

THIS INDENTURE Made this 25th day of August, A. D. 1910, between Charles Ostrander and Carrie E. Ostrander, his wife, of Tulsa County, in the State of Oklahoma, of the first part, and Henry A. Cook, of St. Louis, Missouri, County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of Nine hundred sixty five 00/100 Dollars (\$965.00), the receipt of which is hereby acknowledged, do hereby present, 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 north half of the northeast quarter of Section Thirty Six (36), Township Twenty (20) North Range Thirteen (13) East of the Indian Base and Meridian, in 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 Charles Ostrander & Carrie E. Ostrander have this day executed and delivered one certain promissory note in writing to said party of the second part, described as follows:

One \$965.00 note before made 16th 1911 for value received five promissory to pay to the order of Henry A. Cook Nine Hundred & Sixty five 00/100 Dollars at the Bank of Commerce Tulsa, Oklahoma, with interest from date at the rate of 8 per cent per annum and if not paid at maturity and collected by law attorney or by legal proceedings an additional sum of ten per cent on the amount of this note as attorney's fees.

No. One March 16th 1911

Now, if said parties 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 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 and day first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, D. B. Crewson, Notary Public, in and for said County and State on this 25 day of August, 1910, personally appeared Charles Ostrander and Carrie E. Ostrander, his 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 Sept 27th 1910. (Seal) D. B. Crewson N.P.

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:

That _____ of _____ County, in the State of Oklahoma, the within-named mortgagee, 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 has hereunto set _____ hand 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 _____ and _____ DOLLARS, in full satisfaction of the within mortgage.