

MORTGAGE RECORD.

FROM

State of Oklahoma, Tulsa County, ss.

COMPARED TO

This instrument was filed for record on the 2 day of Sept. 1. D. 1910, at 4 o'clock P. M.

Fees, \$.

By

Deputy.

MORTGAGE OF REAL ESTATE.—SAML. DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 19763

THIS INDENTURE, Made this 30 day of August 1910, between E. A. Wells & Lucy A. Wells, Tulsa County, in the State of Oklahoma, of the first part, and H. C. Payne, Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said party of the first part, in consideration of the sum of Fifty and no/100 Dollars (\$50.00), the receipt of which is hereby acknowledged, do 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 the County of Tulsa, State of Oklahoma, to-wit:

Lot 17 Block 16 Hall's Addition to Tulsa Okla according to recorded plat of same.

DOLLARS,

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 E. A. Wells

has at this day executed and delivered to a certain promissory note in writing to said party of the second part, described as follows:

\$50.00 Tulsa, Oklahoma, Aug. 30, 1910.

Sixty days after date, we or either of us, promise to pay to the order of H. C. Payne of Tulsa (Oklahoma) Fifty dollars.

For value received, negotiable and payable at office of Bank of Commerce, Tulsa, Oklahoma, without discount or discount, with interest from date at the rate of 10 per cent per annum until paid, and if interest is not paid annually to describe as principal and then same rate of interest. The maker and endorser shall be jointly and severally liable for payment, protest and notice of protest and non-payment of this note and agree that this note may be extended from time to time without notice to any attorney, firm, court, clerk or other person engaged in collecting this note and interest, or any part thereof.

P. O. Tulsa Okla.

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 for said consideration do hereby expressly waive an appraisalment 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, E. R. Adams, day of August 10, 1910, personally appeared E. A. Wells and Lucy A. Wells 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 May 22, 1913.

E. R. Adams, Notary Public

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:

That, of Tulsa County, in the State of Oklahoma, the within-named mortgage, in consideration of the sum of 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 his 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 DOLLARS, in full satisfaction of the within mortgage.

For value received, I acknowledge satisfaction of within mortgage, and same is hereby released.

H. C. Payne
New 22-1912
J. H. Adams