

# MORTGAGE RECORD.

FROM

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 3 day of Sept. A. D. 1910, at 11 o'clock A. M.

Fees, \$

Register of Deeds

By Deputy.

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

THIS INDENTURE, Made this 12th day of August A. D. 1910, between B. Campbell and his wife Emma J. Campbell of the first part, and J. M. Hall of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of Twenty five hundred Dollars (\$2,500), the receipt of which is hereby acknowledged, do hereby by 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: The north sixty (60) feet of Lot Seven (7) in Block One Hundred Eighty-one (181) of the City of Tulsa, Tulsa Co. Oklahoma together with all improvements thereon, according to the approved plat.

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 First Parties had this day executed and delivered certain promissory note in writing to said party of the second part, described as follows: *First Parties* *Tulsa, Oklahoma Aug. 12th 1910* *12 months (or before), after date, we are either of us, promise to pay to the order of J. M. Hall Twenty five hundred (\$2,500) dollars for value received, negotiable and payable at office of Bank of Oklahoma, Tulsa, Oklahoma without allocation or discount with interest from date at the rate of five per cent per annum until paid; and of interest to be not paid annually to become as principal and bear same rate of interest. The drawer and endorser severally waive presentation for payment, protest and notice of protest and nonpayment of this note and agree that this note may be extended from time to time without notice to pay attorneys fees, Court costs and all other expenses incurred in collecting this note and interest, as aforesaid.*

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 appraisement 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.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, W. M. Fleetwood, a Notary Public in and for said County and State on this 17 day of Aug 1910, personally appeared B. Campbell and Emma J. Campbell and to me known to be the identical persons 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.

My commission expires March 4 - 1911 (Seal) W. M. Fleetwood Notary Public

## ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS: That, 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 ha 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 Dollars, in full satisfaction of the within mortgage.

\*part thereof It is agreed that any part of this note can be paid before

State of Oklahoma County of Tulsa ss. Before me a Notary Public in and for said County and State on this 27 day of August 1910 personally appeared Emma J. Campbell and B. Campbell to the undersigned Notary Public 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. J. B. Layton Notary Public in and for Tulsa County, Oklahoma. My Commission Expires Feb. 9 - 1912