

MORTGAGE RECORD.

FROM

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 6 day
of Sept A. D. 1910, at 12 o'clock P. M.

Fees, \$

By

Deputy.

COMPARED

TO

MORTGAGE OF REAL ESTATE.—SAML DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 19783

THIS INDENTURE, Made this third day of September A. D. 1910, between Geo. C. Holtclaw and Mattie Holtclaw of Tulsa County, in the State of Oklahoma, of the first part, and Ella A. Landman of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said party of the first part, in consideration of One hundred and fifty Dollars (\$150.00), the receipt of which is hereby acknowledged, do hereby 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 entire north half of Block number seven (7) containing
seventeen lots numbered from one (1) to seventeen (17) inclusive,
in the Southside Addition to the incorporated town of Muskogee,
Tulsa County, State of Oklahoma according to the recorded plat filed
thereof.

TO HAVE AND TO HOLD THE SAME unto the said party of the second part, their 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 Geo. C. Holtclaw & Mattie Holtclaw have this day executed and delivered at certain promissory note in writing to said party of the second part, described as follows:
One note for one hundred and fifty dollars (\$150.00) due six
months from date of this mortgage.

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 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 party of the first part have hereunto set their hands the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, H. M. Litcher Notary Public
in and for said County and State on this 3rd day of September, 1910, personally appeared
Geo. C. Holtclaw and Mattie Holtclaw
to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they
their free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires

June 6

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:

That Geo. C. Holtclaw of Tulsa County, in the State of Oklahoma, the within-named mortgagee, in consideration of the sum of one hundred and fifty Dollars, to Ella A. Landman 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 3rd day of September 1910.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 3rd day of September A. D. 1910, at 12 o'clock P. M. Fee, \$

Register of Deeds.

RECEIPT.

Received of Ella A. Landman the within-named mortgagor the sum of one hundred and fifty Dollars, in full satisfaction of the within mortgage.