

MORTGAGE RECORD.

COMPARED

FROM

TO

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 12 day of Sept. A. D. 1910, at 8 o'clock A. M.

Fees, \$

Deed

H. Markley

Register of Deeds.

By

Deputy.

MORTGAGE OF REAL ESTATE.—SAMU. DODD WORTH BOOK CO., LEAVENWORTH, KAN. No. 19788

THIS INDENTURE, Made this 10th day of September A. D. 1910, between Mary E. Query, a single woman, of the first part, and Exchange National Bank, of Tulsa, Oklahoma, of the second part:

WITNESSETH, That said part of the first part, in consideration of One hundred sixty eight and 7/10 Dollars (\$168.70), the receipt of which is hereby acknowledged, does by these presents grant, bargain, sell and convey unto said part of the second part, its heirs and assigns, the following-described Real Estate, situated in Tulsa, County, and State of Oklahoma, to-wit:

Lots 1 and 2 in Block 3 in College View addition to the City of Tulsa, Oklahoma.

TO HAVE AND TO HOLD THE SAME unto the said part of the second part, its 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 Mary E. Query has on this day executed and delivered a certain promissory note in writing to said part of the second part, described as follows:

Our note for \$168.70 dated Sept 10th 1910, due Jan. 1st 1911, with interest at 10% from maturity. Signed Mary E. Query and payable to Exchange National Bank, Tulsa, Okla.

Now, if said part of the first part shall pay or cause to be paid to said part of the second part, its heirs or assigns, said sum of money in the above-described note, 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 has hereunto set her hand the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, O. S. Mason, Notary Public, in and for said County and State on this 10th day of September, 1910, personally appeared Mary E. Query, and to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires May 22 1913. O. S. Mason, Notary Public.

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:

That, 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 her 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.