

## MORTGAGE RECORD.

COMPARED

FROM

TO

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 15 day of Sep A. D. 1910, at 1:50 o'clock P. M.

Fees, \$.

By

Deputy.

Register of Deeds.

MORTGAGE OF REAL ESTATE.—BANK BOOK CO., LEAVENWORTH, KAN. No. 13788

THIS INDENTURE, Made this 6th day of September A. D. 1910, between William F. Nelson, his wife Birdie Nelson, of the first part, and John A. Wilcox, Harry F. Wilcox, of the second part, Adams County, in the State of Oklahoma, of the second part.

WITNESSETH, That said part of the first part, in consideration of One thousand seven hundred Dollars (\$1700.00), the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part of the second part, heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to wit: The southerly twenty-five feet of the northerly thirty-five feet of lot numbered two (2) in block numbered one hundred and sixteen (119) according to the original plat of the town of Tulsa DOLLARS,

TO HAVE AND TO HOLD THE SAME unto the said part of the second part, 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 William F. Nelson, Birdie Nelson has this day executed and delivered two certain promissory notes in writing to said part of the second part, described as follows: One note for one thousand and two hundred dollars executed to John A. Wilcox, One note for five hundred dollars executed to Harry F. Wilcox, both of said notes, are due, and payable one year after date and bears interest at the rate of eight per cent per annum from date and both of each date herewith.

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

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, Geo. H. Morrell, Notary Public in and for said County and State on this 6th day of Sept, 1910, personally appeared Wm F. Nelson and Birdie Nelson 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 August 31st 1911.

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:

That, in consideration of the sum of DOLLARS, in the State of Oklahoma, the within-named mortgage, 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 P. M. Fee, \$.

Register of Deeds.

## RECEIPT.

Received of the within-named mortgagor the sum of DOLLARS, in full satisfaction of the within mortgage.