

MORTGAGE RECORD.

COMPARED

FROM

State of Oklahoma, Tulsa County, ss.

TO

This instrument was filed for record on the 19 day of Sept. A. D. 1910, at 3 o'clock P. M.

Fees, \$.

H. B. Waskew
Register of Deeds.
(Seal)

By Deputy.

MORTGAGE OF REAL ESTATE.—BANK DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 19788

THIS INDENTURE, Made this 27 day of July A. D. 1910, between Maggie Myers nee Thorne and Marion Myers her husband of Muskogee County, in the State of Oklahoma, of the first part, and R. C. Lynch of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part of the first part, in consideration of the sum of Five hundred & sixty no/100 and 4/100 Dollars (\$560.40) the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 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 Eighty feet (80) of Lot Four (4) Block fourteen (14) North Tulsa Area. 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 Maggie Myers nee Thorne & Marion Myers have this day executed and delivered certain promissory note in writing to said part of the second part, the following is a copy:

Note for \$560.40 Dated July 27, 1910 Due 6 months after date 8% Int.

Now, if said part of the first part shall pay or cause to be paid to said part of the second part, his 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 hereby expressly waive an abatement 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 hand and seal the day and year first above written.

Maggie Myers
Marion Myers

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, J. A. Hagler, Notary Public, in and for said County and State on this August day of 1910, personally appeared Maggie Myers nee Thorne and Marion Myers her husband 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. I, J. A. Hagler, Notary Public, do hereby certify that the day and year above set forth are the day and year when said parties of the first part executed the within and foregoing instrument. My commission expires January 6th 1914 (Seal)

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:

That of 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 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.

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

J. E. Lynch

Signed and acknowledged before me

J. A. Hagler

Notary Public

My commission expires