

## MORTGAGE RECORD.

COMPARED

FROM

TO

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 22<sup>nd</sup> day of Sept, A. D. 1910, at 10<sup>10</sup> o'clock a. M.

Fees, \$

By Seal H. H. Rose Deputy.

Register of Deeds.

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

THIS INDENTURE, Made this 20th day of September, A. D. 1910, between J. D. Mayo (single) of Tulsa County, in the State of Oklahoma, of the first part, and M. B. Rose of Shelby County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1<sup>st</sup> of the first part, in consideration of Two thousand, seven hundred and fifty and no/100 Dollars (\$ 2750.00), the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 2<sup>d</sup> of the second part, his heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

The northerly one-half (1/2) of lot 10, in block 10, one hundred and forty-five (145) feet of the original town of Tulsa, Oklahoma, according to the official plat and survey thereof, the same having a frontage of fifty (50) feet on South Detroit Avenue, with a depth of one hundred and forty (140) feet to an alley through said block and adjoining east fifth street.

TO HAVE AND TO HOLD THE SAME unto the said part 2<sup>d</sup> 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 J. D. Mayo (single) and his wife Alice Mayo have this day executed and delivered two certain promissory notes in writing to said part 2<sup>d</sup> of the second part, described as follows:

One note for \$1,000.00 dated September 19, 1910, due in one year with interest at eight per cent per annum. One note for \$1,750.00 dated September 19, 1910, due in two years with interest at eight per cent per annum.

Now, if said part 1<sup>st</sup> of the first part shall pay or cause to be paid to said part 2<sup>d</sup> of the second part, his 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 2<sup>d</sup> of the second part shall be entitled to the possession of said premises. And the said part 1<sup>st</sup> 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 1<sup>st</sup> of the first part has hereunto set their hands the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me,

O. C. Rose Notary Public  
 I, and for said County and State on this 20th day of September, 1910, personally appeared J. D. Mayo (single) and Alice Mayo 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

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:

That the of Tulsa County, in the State of Oklahoma, the within-named mortgage in consideration of the sum of 2750.00 DOLLARS, to his 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 has hereunto set his hand this 22nd day of September, 1910.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 22nd day of September, A. D. 1910, at 10<sup>10</sup> o'clock a. M. Fee, \$

Register of Deeds.

## RECEIPT.

Received of the within-named mortgagor the sum of 2750.00 DOLLARS, in full satisfaction of the within mortgage.