

## MORTGAGE RECORD.

FROM

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 12 day of Oct. A. D. 1910, at 10<sup>40</sup> o'clock A. M.

Fees, \$

Register of Deeds.

By

Deputy.

MORTGAGE OF REAL ESTATE.—SAML. HODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 19788

THIS INDENTURE, Made this 13th day of October, A. D. 1910, between J. B. Clark and B. Clark his wife of Tulsa County, in the State of Oklahoma, of the first part, and R. C. Strickland of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of Two hundred

Dollars (\$200.00),

the receipt of which is hereby acknowledged, do hereby presents grant, bargain, sell and convey unto said parties of the second part, their heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

A certain tract of land lying in Section 7, Township 14 North, Range 2 East, being 142 feet by 166 feet and more particularly described as follows: Beginning at a point 574 feet west and 500 feet North of the South East corner of the North West quarter of said Section 7, Township 14 North, Range 2 East, being 142 feet 142 feet 166 feet 166 feet to the place of beginning.

TO HAVE AND TO HOLD THE SAME unto the said parties 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 J. B. Clark and B. Clark have this day executed and delivered their certain promissory note in writing to said parties of the second part, described as follows:

\$200.00 Tulsa, Oklahoma, October 13th 1910. Six months after date for value

received, we promise to pay to the order of R. C. Strickland Two Hundred Dollars at Tulsa, Oklahoma to bear interest at the rate of 10% per annum from date and further hereby agree that if this note is not paid when due, to pay all costs necessary for collection, including ten per cent attorney's fees.

Now, if said parties of the first part shall pay or cause to be paid to said parties of the second part, their 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 parties of the second part shall be entitled to the possession of said premises. And the said parties of the first part for said consideration do hereby expressly waive an appraisement 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 the day and year first above written

## STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me,

in and for said County and State on this 13th day of October, 1910, personally appeared J. B. Clark and B. Clark his wife 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

Feb. 19th 1911

C. H. Grimes

Notary Public

## ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:

That, of Tulsa 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 have hereunto set their hand this day of

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.