

MORTGAGE RECORD.

COMPARED

FROM

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 22 day
of Oct A. D. 1910 at 3 o'clock P M.

Fees,

H. M. Allen

Register of Deeds.

By..

...Deputy.

MORTGAGE OF REAL ESTATE.—SAML DODD WORTH BOOK CO., LEAVENWORTH, KAN. No. 10788

THIS INDENTURE, Made this 21st day of October, D. 1910, between Daniel R. Kody
and Catherine R. Kody of Deer County, in the State of
 Oklahoma, of the first part, and James F. Pindell of _____ County, in the State of
 Oklahoma, of the second part:

WITNESSETH, That said part^{ies} of the first part, in consideration of One thousand

...Dollars (\$1000.00).

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

Lots numbered Twenty three (23) and Twenty four (24) in Block

...DOLLARS.

number two (2) in the Belzow Addition to Tulsa, Oklahoma.

According to the records placed there of

TO HAVE AND TO HOLD THE SAME unto the said party 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 Samuel K. Rody has on this day executed and delivered three certain promissory notes in writing to said part of of the second part, described as follows:

8/000²⁰ Tucson Oklahoma, October 21st 1910.

Our year ago date for value received we promise to pay to James F. Lindell
or order One thousand Dollars at Tulsa, Oklahoma, to be as interest at the rate of 9 per cent from
date and further. Henceby agree that if the note is not paid when due to pay all
costs necessary for collection, including ten per cent for attorneys fees.
James F. Lindell, Cashier, Bank

Now, if said part 1 of the first part shall pay or cause to be paid to said part 2 of the second part, his 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 part 2 of the second part shall be entitled to the possession of said premises. And the said part 1 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 hands the day and year first above written.

Daniel N. Rody
Catherine Rody

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, Carol Grimes Notary Public

in and for said County and State on this 21st day of October, 1910, personally appeared Samie R. Rody and Catherine Rody 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. W. H. L.

My commission expires Feb 19th 1911 (Seal) W. H. Francis Notary Public

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 has hereunto set hand this day of 19

EXECUTED IN PRESENCE OF

This assignment was filed for record on the _____ day of _____, A. D. 19____, at _____ o'clock _____ M.^h Fee, \$_____.

Register of Deeds

RECEIPT.

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