

## MORTGAGE RECORD.

FROM

TO

COMPARED

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 12 day of June A. D. 1910, at 2:15 o'clock P. M.

Fees, \$.

By

Deputy.

MORTGAGE OF REAL ESTATE.—BANK BOOK CO., LEAVENWORTH, KAN. No. 19783

THIS INDENTURE, Made this 1st day of June, A. D. 1910, between C. H. Overton and Anna Overton, his wife, and W. B. Green, a single man, of Tulsa County, in the State of Oklahoma, of the first part, and E. J. Hayward, of Marion County, in the State of Oklahoma, of the second part:

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

Six thousand seven hundred fifty & 00/100 Dollars (\$6,750.00), 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:

More or less fifty (50) feet of Lot Three (3) in Block One Hundred Forty Nine (149) more or less, situated as a plat of land fifty (50) by one hundred forty (140) feet, having a frontage of fifty (50) feet on Main Street and a depth of one (1) block, being forty (40) feet to an alley, and adjoining Fifth Street, with a uniform width of fifty (50) feet on the town (main) side of Tulsa, Oklahoma, according to the Government plat and survey thereof.

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 C. H. Overton, Anna Overton and W. B. Green have this day executed and delivered unto certain promissory notes in writing to said parties of the second part, described as follows:

One note dated 1st day of June, 1910 for (\$3,375.00) due twelve months from date with interest at the rate of eight per cent per annum.  
 One note dated 1st day of June, 1910 for (\$3,375.00) due twenty-four months from date, with interest at the rate of eight per cent per annum.

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 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 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 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 parties of the first part have hereunto set their hands the day and year first above written.

## STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, the undersigned, Notary Public, in and for said County and State on this 1st day of June, 1910, personally appeared C. H. Overton and Anna Overton and W. B. Green 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 June 15th, 1913. Seal. W. A. Reynolds, 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 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 mortgagee the sum of DOLLARS, in full satisfaction of the within mortgage.