

MORTGAGE RECORD.

FROM

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 26 day of Dec. A. D. 1910, at 4:20 o'clock P. M.

Fees, \$.

By

Deputy.

Register of Deeds.

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

THIS INDENTURE, Made this 20th day of September, A. D. 1910, between Thomas J. Dawson and Lena L. Dawson of Tulsa County, in the State of Oklahoma, of the first part, and John O. Mitchell 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 twenty-two hundred and no Dollars (\$22,000), the receipt of which is hereby acknowledged, do hereby 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: Their undivided one-third, The northeast quarter of the southeast quarter and the north half of the southeast quarter of the southwest quarter and lot three of the southeast quarter of section (10) eighth township (19) north range (3) east (Bridger Base) and Meridian 1st Range 97 is acres of the allotment of Lena Jefferson deceased.

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

to 2200.00 One day after date for value received we promise to pay to John O. Mitchell or order \$22,000.00 and \$100.00 Dollars at his office Tulsa Okla. to bear interest at the rate of 10 percent 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 10 percent for attorney's fees.

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, 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 of the second part shall be entitled to the possession of said premises. And the said part of the first part for said consideration do hereby expressly waive an appraisalment 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 of the first part have hereunto set their hand the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, Chas. T. Reuter, Notary Public, in and for said County and State on this 20th day of September, 1910, personally appeared Thomas J. Dawson and Lena L. Dawson to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires Dec 10th 1911. Chas. T. Reuter, 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, 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. Fee, \$.

Register of Deeds.

RECEIPT.

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