

MORTGAGE RECORD.

FROM

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 27 day
of June A. D. 1910, at 2:15 o'clock P. M.
Fees, \$.

TO COMPARE

By Seal H. H. H. H. H. Register of Deeds
Deputy.

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

THIS INDENTURE, Made this 1st day of June A. D. 1910, between S. P. M. Birney
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 party of the first part, in consideration of Sixty six hundred & 00/100
Dollars (\$ 6600.00),

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

The north fifty (50) feet of lot two (2) in block one hundred forty nine (149) more particularly described 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 hundred forty (140) feet to an alley and adjoining lot one (1) with a uniform width of fifty (50) feet in the front (now City) of Tulsa, Oklahoma, according to the government plat and survey thereof.

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 S. P. M. Birney had this day executed and delivered two certain promissory notes in writing to said party of the second part, described as follows:

One note for (\$ 33.00.00) dated 1st day of June 1910 due twelve months from date with interest at the rate of eight per cent per annum.
One note for (\$ 33.00.00) dated 1st day of June 1910 due twenty four months from date, with interest at the rate of eight per cent per annum.

Now, if said party of the first part shall pay or cause to be paid to said party 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 party of the second part shall be entitled to the possession of said premises. And the said party 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 party of the first part hereunto set his hand, the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, the undersigned a Notary Public
in and for said County and State on this June day of June, 1910, personally appeared
S. P. M. Birney and
to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as
his free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires Nov 27 1913, Seal J. P. Byrd, Jr.

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:

That the within-named mortgage of the within-named mortgage County,
in the State of Oklahoma, the within-named mortgage in consideration of the sum of 6600.00 and 00/100 DOLLARS,

to the within-named mortgage 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 ha hereunto set his hand this 27 day of June 1910.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 27 day of June A. D. 1910, at 2:15 o'clock P. M. Fee, \$.

Register of Deeds.

RECEIPT.

Received of S. P. M. Birney the within-named mortgagor the sum of 6600.00 and 00/100 DOLLARS,
in full satisfaction of the within mortgage.