

MORTGAGE RECORD.

COMPARED TO	FROM	State of Oklahoma, Tulsa County, ss.
		This instrument was filed for record on the <u>3</u> day
		of <u>Nov</u> A. D. 19 <u>10</u> , at <u>11:30</u> o'clock <u>A</u> . M.
		Fees, \$.
	By <u>H. B. Walkley</u> Register of Deeds.	
		(Seal) Deputy.

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

THIS INDENTURE, Made this 3rd day of November A. D. 1910, between W. R. Summers and Bessie Summers of Tulsa County, in the State of Oklahoma, of the first part, and The Oklahoma State Bank of Tulsa of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1 of the first part, in consideration of Two Hundred Dollars (\$200.00), the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 2 of the second part, its heirs and assigns, the following-described Real Estate, situated in Tulsa, Tulsa County, and State of Oklahoma, to-wit:

Lot (3) three in Block (18) Eighteen Owens Addition to the City of Tulsa Oklahoma according to the amended plat thereof with all the improvements thereon. DOLLARS,

TO HAVE AND TO HOLD THE SAME unto the said part 2 of the second part, its 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 First Parties have this day executed and delivered their certain promissory note in writing to said part 2 of the second part, described as follows:

Note \$200.00 Tulsa, Okla 11/3-1910
Ninety days after date @ 10% Maturity, face of note
Two Hundred Dollars

Signed W. R. Summers
Bessie Summers

Now, if said part 2 of the first part shall pay or cause to be paid to said part 2 of the second part, its 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 2 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 1 of the first part have hereunto set his hand the day and year first above written.

W. R. Summers
Bessie Summers

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, L. D. Marr a Notary in and for said County and State on this 3rd day of November 1910, personally appeared W. R. Summers and Bessie Summers 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 18 1914 (Seal) L. D. Marr Notary Public

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS: That the within-named mortgage of Tulsa County, in the State of Oklahoma, the within-named mortgage in consideration of the sum of Two Hundred DOLLARS, to the within-named mortgagee 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 3rd day of November 1910.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 3rd day of November A. D. 1910, at 11:30 o'clock A. M. Fee, \$.

Register of Deeds.

RECEIPT.

\$ 200.00 Received of the within-named mortgagor the sum of Two Hundred DOLLARS, in full satisfaction of the within mortgage.