

MORTGAGE RECORD.

FROM

State of Oklahoma, Tulsa County, ss.

COMPARED

TO

This instrument was filed for record on the 3 day
of Nov. A. D. 1910, at 9 o'clock A. M.

Fees, \$.

H. W. Walkey

Register of Deeds.

By Deputy.

MORTGAGE OF REAL ESTATE.—BANK DODD WORTH BOOK CO., LEAVENWORTH, KAN. No. 19788

THIS INDENTURE, Made this 3d day of November, A. D. 1910, between James P. McOmber, and Edna C. McOmber, his wife, of Tulsa County, in the State of Oklahoma, of the first part, and J. L. Hardisty, of Tulsa County, in the State of Oklahoma, of the second part.

WITNESSETH, That said parties of the first part, in consideration of the sum of One thousand and no/100 Dollars (\$1000.00) the receipt of which is hereby acknowledged, do hereby 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:

All of Lot three (3) in Block Three (3) of the T. T. Addition to the City of Tulsa, Tulsa County, Oklahoma.

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 parties of the first part, on this day executed and delivered ten certain promissory notes in writing to said party of the second part, described as follows:

One note for \$100, dated Nov. 3, 1910, due on or before one month after date.
One note of \$100, dated Nov. 3, 1910, due on or before two months after date.
One note of \$100, dated Nov. 3, 1910, due on or before three months after date.
One note of \$100, dated Nov. 3, 1910, due on or before four months after date.
One note of \$100, dated Nov. 3, 1910, due on or before five months after date.
One note of \$100, dated Nov. 3, 1910, due on or before six months after date.
One note of \$100, dated Nov. 3, 1910, due on or before eight months after date.
One note of \$100, dated Nov. 3, 1910, due on or before nine months after date.
One note of \$100, dated Nov. 3, 1910, due on or before ten months after date.
All of said notes bearing interest at the rate of eight per cent per annum from date until paid.

Now, if said parties 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 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 party 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, J. V. Biddison, Notary Public, in and for said County and State on this 3d day of November, 1910, personally appeared James P. McOmber and Edna C. McOmber, 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 11/25/1911

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:

That, 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, ha 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 mortgagor the sum of _____ and _____ DOLLARS, in full satisfaction of the within mortgage.

For value received, I acknowledge satisfaction and payment in full of the

within mortgage, and same is hereby released.

Signed and acknowledged before me this 3d day of November, 1910.

J. L. Hardisty, Clerk of Court.