

MORTGAGE RECORD.

COMPARED

FROM

TO

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 9 day of Nov A. D. 1910, at 10 o'clock P. M.

Fees, \$

By

Deputy

Register of Deeds.

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

THIS INDENTURE, Made this 1st day of November A. D. 1910, between William H. Bailey & Rosa V. Bailey of Monongalia County, in the State of Oklahoma, of the first part, and C. H. Nagle of Rockwell County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of Seven Hundred and fifty Dollars (\$ 750.00), the receipt of which is hereby acknowledged, do hereby present, 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:

Lot numbered eleven (11) twelve (12) and thirteen (13) in Block numbered eleven (11) in the Second Addition to Tulsa, Oklahoma according to the recorded plat filed thereof. DOLLARS.

TO HAVE AND TO HOLD THE SAME unto the said party 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 William H. Bailey & Rosa V. Bailey have this day executed and delivered their certain promissory note in writing to said party of the second part, described as follows:

\$ 750.00 Tulsa, Oklahoma, November 1st, 1910.
On or before six months after date for value received, we promise to pay to C. H. Nagle or order seven hundred and fifty dollars at Tulsa, Oklahoma, with interest at the rate of 6 per cent 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 ten per cent for attorney's fees.

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

West Virginia Monongalia
 STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, Jas. R. Moreland day of November, 1910, personally appeared William H. Bailey and Rosa V. Bailey 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 Dec. 17 1919, Seal Jas. R. Moreland Notary Public

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:

That William H. Bailey & Rosa V. Bailey of Monongalia County, in the State of Oklahoma, the within-named mortgage in consideration of the sum of 750.00 DOLLARS, to C. H. Nagle in hand paid, the receipt whereof is hereby acknowledged, do hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto his 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 his hand this 9 day of Nov 1910.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 9 day of Nov A. D. 1910, at 10 o'clock P. M. Fees, \$

Register of Deeds.

RECEIPT.

Received of William H. Bailey & Rosa V. Bailey the within-named mortgagor the sum of 750.00 DOLLARS, in full satisfaction of the within mortgage.