

## MORTGAGE RECORD.

FROM

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 10 day  
of Aug. A. D. 1910, at 8 o'clock A. M.

Fees, \$.

H. C. Walkey

Register of Deeds.

By

Deputy.

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

THIS INDENTURE, Made this 24th day of June A. D. 1910, between F. E. France and Katherine France, his wife, of Muskogee County, in the State of Oklahoma, of the first part, and Nettie E. Cook of Pittsburg, Kansas, of the second part:

WITNESSETH, That said parties of the first part, in consideration of Two Hundred and Fifty Dollars (\$250.00) the receipt of which is hereby acknowledged, do hereby presents grant, bargain, sell and convey unto said party of the second part, her heirs and assigns, the following described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

The South East Quarter of Northwest Quarter and the Northeast Quarter of Southeast Quarter and the Northeast Quarter of South East Quarter of Southwestern Quarter of Section Nineteen (19) Township Twenty-two (22) North and Range Thirteen (13) East of the Indian Base and Meridian, ss: Tulsa County Oklahoma! Containing nearly Acre!

TO HAVE AND TO HOLD THE SAME unto the said party of the second part, her heirs and assigns, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas said F. E. France & Katherine France, his wife, on the 24th day executed and delivered one certain promissory note in writing to said party of the second part, described as follows: \$250.00 Muskogee, Oklahoma, June 24, 1910. One year, after date, without grace, we promise to pay to the order of Nettie E. Cook of Pittsburg, Kansas, at Pittsburg, Kansas, the sum of Two Hundred and Fifty Dollars for value received negotiable and payable without defalcation or discount with interest from date at the rate of eight percent per annum, payable semi-annually until paid, and ten percent on the entire amount of attorney's fees of record in the hands of an attorney for collection, or suit is filed thereon. That the endorser, guarantors and sureties, severally waive presentment for payment, protest and notice of protest for non-payment of this note. Now, if said parties of the first part shall pay or cause to be paid to said party of the second part, her 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 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.

Witness:  
F. J. Carey.

STATE OF OKLAHOMA, MUSKOGEE COUNTY, ss.

Before me, W. D. Burnes,

in and for said County and State on this Thirtieth day of June 1910, personally appeared F. E. France and Katherine France, his wife, 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 Sept 13th 1911. W. D. Burnes, notary Public.

## ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:

That, of Muskogee 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 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 DOLLARS, in full satisfaction of the within mortgage.

\*mortgage and all defenses on the ground of extension of time of its payment that may be shown by its holder or holders to the maker thereof (Signed by) F. E. France and Katherine France.