

MORTGAGE RECORD.

FROM

State of Oklahoma, Tulsa County, ss.

TO

This instrument was filed for record on the 24 day
of Oct A. D. 1910, at 3:30 o'clock P. M.

Fees, \$

By

Deputy.

MORTGAGE OF REAL ESTATE.—BANK BOOK CO., LEAVENWORTH, KAN. No. 1978

THIS INDENTURE, Made this 24th day of October, A. D. 1910, between Mrs. Virginia Duncan
formerly Miss Virginia Light, of Tulsa County, in the State of
Oklahoma, of the first part, and Frank C. Duncan, of Tulsa County, in the State of
Oklahoma, of the second part:

WITNESSETH, That said party of the first part, in consideration of Twenty-six Hundred sixty nine and
8/100 Dollars (\$2,669.08),
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:

Lot numbered five (5) in Block one hundred ninety
(19) in the town of Tulsa, County of Tulsa, State of Oklahoma.
DOLLARS

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 Mrs. Virginia Duncan and Frank
C. Duncan have this day executed and delivered their certain promissory note in writing to said party of the second part, described as follows:

One note of \$2,669.08 due on or before two years from
date with interest at 8% per annum payable annually

It is agreed and understood that in the event
the property herein described is sold by said first parties prior to
October 24, 1912, said first parties shall make a cash payment to said note of
\$1,691.08 at the date of sale of the property, it being the intention to reduce
this mortgage to \$2,500.00

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, 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 appraisal of said real estate and all benefit of the home-
stead exemption and stay laws of the State of Oklahoma.

IN WITNESS WHEREOF, The said party of the first part has hereunto set their hand the day and year first above written.

Virginia Light
Mrs. Virginia Duncan
Frank C. Duncan

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, James Bowers, Notary Public
in and for said County and State on this 24th day of October, 1910, personally appeared
Virginia Duncan and Frank C. Duncan
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 Feb. 10th 1911. James Bowers, Notary Public.

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:

That of Tulsa County,
in the State of Oklahoma, the within-named mortgage in consideration of the sum of
and 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 has hereunto set hand this day of

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.