

MORTGAGE RECORD.

FROM

State of Oklahoma, Tulsa County, ss.

TO

This instrument was filed for record on the 5th day of Nov A. D. 1910, at 8 o'clock M.

Fees, \$

By *Dea* *McMackley* Deputy.

Register of Deeds.

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

THIS INSTRUMENT, Made this 21st day of October A. D. 1910, between *Eliza Hart* of Tulsa County, in the State of Oklahoma, of the first part, and *O. F. W. S. Woodson* of *Memph* County, in the State of Oklahoma, of the second part:

WITNESSETH, That said party of the first part, in consideration of *Five hundred* Dollars (\$500.00), the receipt of which is hereby acknowledged, do hereby present, grant, bargain, sell and convey unto said party of the second part, *their* heirs and assigns, the following described Real Estate, situated in *Tulsa* County, and State of Oklahoma, to-wit: *The North (1/2) half of the South East (1/4) fourth of Sec (28) Twenty eight Township (21) Twenty one Range (13) Eastern East less one acre in the SE corner of the same set aside for Cemetery. Containing 19 acres seventy nine and more or less.*

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 party of the first part has on this day executed and delivered to said party of the second part, described as follows: *Twelve months after date for 7 years received I give or either of us promise to pay to the order of O. F. W. S. Woodson Five hundred Dollars \$500.00 as the First National Bank One year only with interest at the rate of eight per cent per annum payable annually from date until paid which due to become as principal can bear a lower rate of interest.*

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 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 party 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 party of the first part has hereunto set *his* hand the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, *P. J. Kirksey* Notary Public in and for said County and State on this 31 day of October 1910, personally appeared *Eliza Hart* and *O. F. W. S. Woodson* 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 Oct 19th 1911.

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS: That *Eliza Hart* of *Tulsa* County, in the State of Oklahoma, the within-named mortgagee, in consideration of the sum of *Five hundred* DOLLARS, to *O. F. W. S. Woodson* 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 31 day of October 1910.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 5th day of Nov A. D. 1910, at 8 o'clock M. Fee, \$

By *Dea* *McMackley* Register of Deeds.

RECEIPT.

Received of *O. F. W. S. Woodson* the within-named mortgagor the sum of *Five hundred* DOLLARS, in full satisfaction of the within mortgage.