

## MORTGAGE RECORD.

FROM

State of Oklahoma, Tulsa County, ss.

TO

This instrument was filed for record on the 10 day  
of Nov A. D. 1910, at 2 o'clock P. M.  
Fees, \$.

By... Deputy.

MORTGAGE OF REAL ESTATE.—SAML DODD WORTH BOOK CO., LEAVENWORTH, KAN. No. 10788

THIS INDENTURE, Made this 10th day of November A. D. 1910, between S. A. Query and Vannie Query of the first part, and Oklahoma State Bank of Tulsa, Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said party of the first part, in consideration of Two Hundred Sixty one + 25/100 Dollars (\$261<sup>25</sup>/<sub>100</sub>), the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said party of the second part, its heirs and assigns, the following described Real Estate, situated in Tulsa, Tulsa County, and State of Oklahoma, to-wit:

Lot (11) Seven in Block (12) twelve in the Gillette Hall Addition to City of Tulsa Okla according to official plat thereof

TO HAVE AND TO HOLD THE SAME unto the said party of the second part, its 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 First parties have this day executed and delivered their certain promissory note in writing to said party of the second part, described as follows:

Note dated 4/10-10 Due six months after date @ 10% Per annum from maturity Amt of said note (\$261<sup>25</sup>/<sub>100</sub>) Two Hundred Sixty one + 25/100 Dollars

Now, if said party of the first part shall pay or cause to be paid to said party of the second part, its 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 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 party of the first part have hereunto set their hand the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, L. D. Marr, Notary Public, in and for said County and State on this 10 day of November 1910, personally appeared S. A. Query and Vannie Query 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 June 11th 1914.

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:

That, 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 ha hereunto set hand this day of 10.

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 and the sum of DOLLARS, in full satisfaction of the within mortgage.