

# MORTGAGE RECORD.

315

COMPARED

FROM

TO

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 25<sup>th</sup> day of Nov A. D. 1910, at 2:30 o'clock P. M.

Fees, \$

H. G. Walkley  
Register of Deeds.

By Deputy.

(Seal)

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

THIS INDENTURE, Made this 25<sup>th</sup> day of November A. D. 1910, between Alexander Vann Sings, of the first part, and Ida M. Evans, of the second part:

WITNESSETH, That said party of the first part, in consideration of Three hundred Dollars (\$300.00), 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 northwest quarter of the Northeast quarter (NW 1/4 NE 1/4) And the North one half of the Southwest quarter of the Northeast quarter (N 1/2 SW 1/4 NE 1/4) all of Section Thirty Two (32) Twp. Twenty (20) North (And Range) Fourteen (14) E. Containing in all 60 Acres.

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 anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas said Alexander Vann has this day executed and delivered one certain promissory note in writing to said party of the second part, described as follows:

Dated Nov 25, 1910, Tulsa, Okla.  
Face \$300 with int at 10% payable annually from date  
Due Nov 25, 1911  
To the order of Ida M. Evans  
Payable at Marshalltown State Bank, Marshalltown, Iowa  
Signed by Alexander Vann

It is further agreed that the mortgagor agrees to pay an attorneys fee of 10% and 10% amount remaining unpaid and the mortgage shall stand as security therefor

Now, if said party 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 party of the first part for said consideration does 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.  
Witnessed by: E. E. Barrett, Notary Public  
Ben Vann, Alexander Vann  
E. E. Barrett, Alexander Vann

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, Edward E. Barrett, Notary Public  
in and for said County and State on this 25<sup>th</sup> day of November 1910, personally appeared Alexander Vann, Ringle, he to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.  
My commission expires April 4, 1912  
Edward E. Barrett

## ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:

That, in consideration of the sum of Dollars, in the State of Oklahoma, the within-named mortgage, 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 his 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 and DOLLARS, in full satisfaction of the within mortgage.