

MORTGAGE RECORD.

FROM

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 26 day
of Nov A. D. 1910, at 8 o'clock A. M.

Fees, \$.

H. W. Walkley
Register of Deeds.

By Deputy.

MORTGAGE OF REAL ESTATE—BANK DOWNSIDE BOOK CO., LEAVENWORTH, KAN. No. 19783

THIS INDENTURE, Made this 26th day of November A. D. 1910, between R. W. Kellough of Tulsa County, in the State of Oklahoma, of the first part, and The Exchange National Bank of Tulsa, Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1 of the first part, in consideration of Two Thousand, Eight Hundred Seventy-five Dollars (\$2,875.00), the receipt of which is hereby acknowledged, do he by these presents grant, bargain, sell and convey unto said part 2 of the second part, its successors heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

Lots Nine (9), Ten (10), Twelve (12), Thirteen (13) and Fourteen (14) in Block four (4); Lots one (1), Two (2), Five (5) and Eleven (11) in Block five (5); Lot twenty-one (21) in Block twelve (12); Lots Eleven (11) and Fifteen (15) in Block fourteen (14); Lot Eleven (11) in Block fifteen (15); Lots five (5) and six (6) in Block eighteen (18); and Lots Eleven (11) and Twelve (12) in Block nineteen (19) all in the
Block Eight Addition to the City of Tulsa, Oklahoma according to the
official plat and survey thereof (the above described property is no part
of the Homestead of the Mortgagor herein).

TO HAVE AND TO HOLD THE SAME unto the said part 2 of the second part, its successors 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 R. W. Kellough in and this day executed and delivered to certain promissory note in writing to said part 2 of the second part, described as follows:

Two months after date, I, R. W. Kellough, as principal, promise to pay to the order of
The Exchange National Bank of Tulsa, Okla. Twenty Eight Hundred Seventy-five (\$2,875.00)
for value received, negotiable and payable at The Exchange National Bank, Tulsa,
Oklahoma, with interest at ten per cent per annum from maturity date. The maker
signs, endorses, and warrants each severally, jointly, present and future payment, protest and notice, and
further consents to any renewal or extension without further notice. They also agree to
pay an attorney fee of Ten Dollars and ten per cent of this note by said bank Col-
lected by an attorney at law by legal proceedings. R. W. Kellough

Now, if said part 1 of the first part shall pay or cause to be paid to said part 2 of the second part its successors 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 part 1 of the first part shall be entitled to the possession of said premises. And the said part 1 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 part 1 of the first part has hereunto set his hand, this day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, Arthur Newlin a Notary Public
in and for said County and State on this 26th day of November, 1910, personally appeared
R. W. Kellough and
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 October 3rd, 1914. Seal Arthur Newlin
Notary Public

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:
That of 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 has hereunto set his hand, this day of November, 1910.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the day of November, A. D. 1910, at o'clock A. M. Fees, \$.

Register of Deeds.

RECEIPT.

Received of the within-named mortgagor the sum of DOLLARS,
and in full satisfaction of the within mortgage.