

MORTGAGE RECORD.

FROM

State of Oklahoma, Tulsa County, ss.

TO

This instrument was filed for record on the 5 day of Dec A. D. 1912, at 1:22 o'clock P. M.

Fees, \$

Seal. H. M. Hickey, Register of Deeds.

By Deputy.

MORTGAGE OF REAL ESTATE.—SAML DODSWORTH BOOK CO., LEAVENWORTH, KAN., No. 10783

THIS INDENTURE, Made this 3d day of October A. D. 1912, between John M. Hickey, of the first part, and Sarah M. Hickey, of the second part, of Muskogee County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part of the first part, in consideration of the sum of two thousand five hundred and no/100 Dollars (\$2,500.00), the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 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 (1/4) of the northwest quarter (1/4) of the northwest quarter (1/4) of section 10, township 12N, range 10E, containing 10 acres, more or less, according to the government survey, less a strip of ground twenty-five feet wide extending along the south and east lines of said block of land.

TO HAVE AND TO HOLD THE SAME unto the said part 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 John M. Hickey has at this day executed and delivered two (2) certain promissory notes in writing to said part of the second part, described as follows: One note dated Muskogee, Oklahoma, October 3d, 1912, for consideration twelve hundred and fifty (1250.00) dollars, interest from date at 5% per annum, and one note dated Muskogee, Oklahoma, October 3d, 1912, consideration twelve hundred and fifty (1250) dollars, interest from date at 5% per annum, the first of said notes will be due and payable in one year from October 3d, 1913 and the other note will be due and payable two years from the above date.

Now, if said part of the first part shall pay or cause to be paid to said part of the second part, her heirs or assigns, said sum of money in the above-described notes 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 of the second part shall be entitled to the possession of said premises. And the said part 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 of the first part have hereunto set their hand the day and year first above written.

Witness my hand and seal at Tulsa, Oklahoma, this 3d day of October, 1912.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, Thos. Carlin, Notary Public, in and for said County and State on this 7th day of October, 1912, personally appeared John M. Hickey and Sarah M. Hickey, his wife, 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 November 15th 1912. Seal. Thos. Carlin, Notary Public

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS: - That, 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, ha hereunto set hand this day of 1912.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the day of A. D. 1912, at o'clock. M. Fee, \$

Register of Deeds.

RECEIPT.

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