

MORTGAGE RECORD.

FROM

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 17 day
of Dec A. D. 1910, at 8 o'clock A M.

Fees, \$

By

Deputy.

Register of Deeds.

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

THIS INDENTURE, Made this 14th day of December A. D. 1910, between James H. Hill and Minnie B. Hill his wife of Tulsa County, in the State of Oklahoma, of the first part, and Luluella Bond of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of Eight hundred and no. 00Dollars (\$800.00),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:

Lot One (1) of Section Two (2) Township Seventeen (17) North Range Fourteen (14) East Containing forty acres more or less according to the United States Survey thereof.

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 James H. Hill and Minnie B. Hill have this day executed and delivered one certain promissory note in writing to said part of the second part, described as follows:

Five years after date I we or either of us promise to pay to Luluella Bond or order Eight hundred and no. 00 (\$800.00) dollars for value received at the office of the Arkansas Valley State Bank, Broken Arrow, Oklahoma, with interest after date at 7 per cent per annum until paid and an attorney fee of fifty dollars if placed in the hands of an attorney for collection or suit to enforce the same. The maker and endorser hereby severally waive protest demand and notice of protest and non payment in case the note is not paid at maturity and agree to an extension and partial payment before or after maturity without prejudice to her or her heirs. James H. Hill
Minnie B. Hill

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 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 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 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 parties of the first part have hereunto set their hand the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, A. M. Laws

in and for said County and State on this 14th day of December 1910, personally appeared James H. Hill and Minnie B. Hill 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 7/23/1914

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:

That James H. Hill of Tulsa County, in the State of Oklahoma, the within-named mortgagee in consideration of the sum of 800.00 DOLLARS, to Luluella Bond in hand paid, the receipt whereof is hereby acknowledged, do hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto her 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 her hand this 17th day of Dec 1910.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 17th day of Dec A. D. 1910, at 8 o'clock A M. Fee, \$

Register of Deeds.

RECEIPT.

Received of Luluella Bond the within-named mortgagor the sum of 800.00 DOLLARS, in full satisfaction of the within mortgage.