

MORTGAGE RECORD.

FROM

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 30 day
of Dec A. D. 1910, at 8 o'clock A. M.

Fees, \$.

By

Deputy.

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

THIS INDENTURE, Made this 29 day of Dec A. D. 1910, between F. M. Marshall & Lily F. Marshall of Tulsa County, in the State of Oklahoma, of the first part, and Abigal Allison of Marion County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1 of the first part, in consideration of the sum of three hundred twenty five Dollars (\$ 325), the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 2 of the second part, her heirs and assigns, the following-described Real Estate, situated in Broken Arrow, Tulsa County, and State of Oklahoma, to-wit: Lots 18, 19, 20, 21 and 22 in Block thirty one (31)

TO HAVE AND TO HOLD THE SAME unto the said part 2 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 F. M. Marshall & Lily F. Marshall has on this day executed and delivered one certain promissory note in writing to said part 2 of the second part, described as follows:

Broken Arrow Okla Dec 29 1910
One year after date without demand or protest we or either of us promise to pay to the order of Abigal Allison three hundred and twenty five dollars with interest at the rate of ten per cent per annum until paid payable at the First State Bank of Broken Arrow, Okla

Now, if said part 1 of the first part shall pay or cause to be paid to said part 2 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 2 of the second 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 have hereunto set their hands the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, A. L. Laws Secretary Public in and for said County and State on this 29 day of Dec 1910, personally appeared F. M. Marshall and Lily F. Marshall his wife to me known to be the identical person 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 March 21 1912 Seal A. L. Laws Secretary Public

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS: That Abigal Allison of Tulsa County, in the State of Oklahoma, the within-named mortgagee, in consideration of the sum of 325 Dollars, to her 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 has hereunto set her hand this 29 day of Dec 1910.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 30 day of Dec A. D. 1910, at 8 o'clock A. M. Fee, \$.

Register of Deeds.

RECEIPT.

Received of Abigal Allison the sum of 325 Dollars, in full satisfaction of the within mortgage.