

COMPARED

MORTGAGE RECORD.

FROM

State of Oklahoma, Tulsa County, ss.

TO

This instrument was filed for record on the 30 day
of Dec A. D. 1910, at 12 o'clock P. M.

Fees, \$

Sec. H. H. H. H. H.

Register of Deeds.

By

Deputy.

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

THIS INDENTURE, Made this 30th day of December A. D. 1910, between Grace P. Barrett & E. E. Barrett, her husband, of Tulsa County, in the State of Oklahoma, of the first part, and Homer Adams, of State of West Virginia, County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of three hundred and fifty Dollars (\$350.00), the receipt of which is hereby acknowledged, do hereby by these presents grant, bargain, sell and convey unto said party of the second part, his heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

Lot two (2) in Block Four (4) in the T. P. D. addition to the town (now city) of Tulsa, Oklahoma

DOLLARS

TO HAVE AND TO HOLD THE SAME unto the said party of the second part, his 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 Grace P. Barrett & E. E. Barrett have this day executed and delivered their certain promissory note in writing to said party of the second part, described as follows: A note for \$350.00 dated December 30th, 1910 due one year from date, without interest at the rate of 10% per annum, payable annually said note payable at the Marshalltown State Bank, Marshalltown, Iowa.

If this note is not paid when due and is collected by an attorney or by suit, principal, interest and costs are agreed to pay an attorney's fee for the collection of sums of ten dollars (\$10.00) and 10% of the sum or sums remaining unpaid.

Now, if said parties of the first part shall pay or cause to be paid to said party of the second part, his 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 parties of the first part for said consideration do hereby expressly waive an appraisement 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 hands the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, Notary Public in and for said County and State on this 30th day of December 1910, personally appeared Grace P. Barrett and E. E. Barrett 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 2/1/11 1911 Seal.

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of the sum of Dollars, 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 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 Dollars, in full satisfaction of the within mortgage.