

Smith  
(murray 1/2)

Tulsa  
6-2-64  
MORTGAGE RECORD.

39

FROM

State of Oklahoma, Tulsa County, ss. COMPARED

This instrument was filed for record on the 10 day  
of June A. D. 1910, at 3 o'clock P. M.  
Fees, \$...

TO

246 wachey  
Register of Deeds.  
(seal)  
Deputy.

MORTGAGE OF REAL ESTATE—BANK, BODENWORTH BOOK CO., LEAVENWORTH, KAN. No. 10788

THIS INDENTURE, Made this 10 day of June A. D. 1910, between  
Hugh D. M<sup>c</sup> Divitt of Tulsa County, in the State of  
Oklahoma, of the first part, and R. L. Caldwell of Tulsa, Tulsa County, in the State of  
Oklahoma, of the second part:

WITNESSETH, That said part y. of the first part, in consideration of Three Hundred Dollars  
Dollars (\$ 300.00),  
the receipt of which is hereby acknowledged, do hereby these presents grant, bargain, sell and convey unto said part y. of the second part, his heirs and  
assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:  
The undivided one-half interest of the East half of the Northern East quarter, with  
Southwest quarter of the Northeast quarter of Section nineteen (19) Township 3 North  
Range 13 East (13) and the Northwest quarter of the Southwest  
quarter of Section twenty (20) Township Twenty (20) Range Thirteen East (13)  
plus a strip of land 50 rods long and one rod wide, said tract of land  
containing 6.97 1/2 acres.

TO HAVE AND TO HOLD THE SAME unto the said part y. of the second part, his heirs and assigns, together with all and singular the tenements,  
hereditaments and appurtenances therunto belonging, or in anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas said Hugh D. M<sup>c</sup> Divitt  
has this day executed and delivered a certain promissory note in writing to said part y. of the second part, described as follows:

\$300.00  
Sixty days after date for value received I promise to pay to R. L. Caldwell or order  
Three Hundred Dollars at Merchants and Planters Bank, Tulsa, Okla.  
To bear interest at the rate of 10% per annum from date and further hereby  
agree that if this note is not paid when due to pay all costs necessarily  
for collection, including ten per cent for attorneys fees.

Dated 6/10/10 Signed Hugh D. M<sup>c</sup> Divitt

Now, if said part y. of the first part shall pay or cause to be paid to said part y. 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 part y. of the second part shall be entitled to the possession  
of said premises. And the said part y. of the first part for said consideration do hereby expressly waive an appraisalment of said real estate and all benefit of the home-  
stead exemption and stay laws of the State of Oklahoma.

IN WITNESS WHEREOF, The said part y. of the first part has hereunto set his hand the day and year first above written.

Hugh D. M<sup>c</sup> Divitt

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, James B. Rucker Notary Public  
in and for said County and State on this 10 day of June 1910, personally appeared  
Hugh D. M<sup>c</sup> Divitt 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 April 10 1913 James B. Rucker Notary Public

ASSIGNMENT (seal)

KNOW ALL MEN BY THESE PRESENTS:  
That... of... County,  
in the State of Oklahoma, the within-named mortgage... in consideration of the sum of... and... DOLLARS,  
to... in hand paid, the receipt whereof is hereby acknowledged, do hereby 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 the day of... 19...

EXECUTED IN PRESENCE OF  
This assignment was filed for record on the... A. D. 19...  
o'clock... M. Fee, \$...  
Register of Deeds.

For value received, I hereby  
within mortgage, and same is  
Signed and acknowledged before me  
Notary Public

RECEIPT.

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