

MORTGAGE RECORD.

FROM

TO

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 16 day
of Jan A. D. 1911, at 2:10 o'clock P. M.

Fees, \$..

(Seal)

Register of Deeds.

By Deputy.

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

THIS INDENTURE, Made this 10th day of January, A. D. 1911, between
C. G. Cunningham of Tulsa County, in the State of
Oklahoma, of the first part, and F. C. Middleton of Tulsa County, in the State of
Oklahoma, of the second part:

WITNESSETH, That said part of the first part, in consideration of
One Hundred Fifty (150.00) Dollars (\$150.00),
the receipt of which is hereby acknowledged, do hereby presents grant, bargain, sell and convey unto said part of the second part, his heirs and
assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

Lot nineteen (19) in Block Eighteen (18) of the Lynch and
Forsythe Addition to Tulsa, Oklahoma as per recorded
plat thereof

TO HAVE AND TO HOLD THE SAME unto the said part 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 E. G. Cunningham
has this day executed and delivered to said part of the second part, described as follows:

Twenty-five (25.00) Dollars due Feb. 1st 1911
Twenty-five (25.00) Dollars " Mar. 1st 1911
Twenty-five (25.00) " Apr. 1st 1911
Twenty-five (25.00) " May 1st 1911
Twenty-five (25.00) " June 1st 1911
Twenty-five (25.00) " July 1st 1911

Now, if said part of the first part shall pay or cause to be paid to said part of the second part, his 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 appraisement 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 of the first part has hereunto set his hand the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, James B. Rucker, Notary Public
in and for said County and State on this 10th day of Jan, 1911, personally appeared
E. G. Cunningham, 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 19, 1913.

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:

That, of Tulsa 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 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 has hereunto set his hand this 10th day of Jan, 1911.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 10 day of Jan, A. D. 1911, at 2:10 o'clock P. M. Fee, \$..

Register of Deeds.

RECEIPT.

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