

COMPILED

State of Oklahoma, Tulsa County, ss.

Fees, \$, ...

Bu.

*Deputy*

MORTGAGE OF REAL ESTATE.—SAM'L DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 19789

THIS INDENTURE, Made this

day of

...A. D. 1916

George S. Cha. Pope

Oklahoma, of the first part, and.  
Oklahoma, of the second part:

WITNESSETH, That said part.

the receipt of which is hereby acknowledged, do ..... by these presents grant, bargain, sell and convey unto said party ..... of the second part, ..... heirs and assigns, the following-described Real Estate, situated in ..... Osage ..... County, and State of Oklahoma, to-wit:

The north half (1/2) of the southeast quarter (1/4) of the northeast quarter (1/4) of the northeast quarter (1/4) of section eighteen (18) township twenty (20) north range thirteen (13) east of the 1st base and meridian containing 2.0 acres more or less.

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 George J. Chambers  
has on this day executed and delivered one certain promissory note in writing to said part of of the second part, described as follows:

B125-29      Pawhuska, Okla. May 17, 1910  
 Sixty days after date, without grace, for value received I, as principal, do hereby and severally  
 promise to pay to the order of M. T. Wheeler of Citizens' National Bank of Pawhuska, Okla. Hundred  
 twenty five dollars and no/100ths and Pawhuska, Oklahoma, with interest at the rate of 10 per cent. per annum  
 from maturity hereto until paid. Each of the endorsers, guarantors and sureties upon this note severally by their  
 endorsement, signature and stamp, jointly and severally, warrant and agree to pay the same and to defend  
 on the grounds of any extension of time of payment hereof that may be given by any holder of this note to any maker thereof, and all defen-  
 ces by the failure of this note that may be made, the same is collected by any attorney or by any proceedings at law or an attorney fee  
 consisting of ten dollars and two per cent of the amount so collected shall be paid by the maker of this note to the holder of the same. ALL  
 at Pawhuska and Okla. This 17th day of May 1910.      M. T. Wheeler,      J. C. Wheeler  
 Now, it said part of the first part shall pay of clause to be paid to said part of the second part,      heirs or assigns, said sum of money in the above

Now, if said part of the first part shall pay or cause to be paid to said part of the second part, two 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 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 part 44 of the first part has hereunto set his hand the day and year first above written.

STATE OF OKLAHOMA, <sup>Seize</sup> ~~TESSA~~ COUNTY, ss.

Before me, J. H. Bradburn, a Notary Public in and for said County and State on this 17 day of May, 1910, personally appeared George Bradburn 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. Wm. D. Hall

My commission expires... Dec. 4, 1911.

## ASSIGNMENT.

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 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.....

EXECUTED IN PRESENCE OF

This assignment was filed for record on the \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19\_\_\_\_, at \_\_\_\_\_ o'clock, \_\_\_\_\_ M. Fee \$\_\_\_\_\_.

## Register of Deeds.

## RECEIPT.

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