

MORTGAGE RECORD.

FROM

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 21 day
of Jan A. D. 1911 at 4:25 o'clock P. M.

Fees, \$

Seal *Hendricky*
Register of Deeds.
Bil. *Deputy.*

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

THIS INDENTURE, Made this 14th day of January, A. D. 1911, between Frank C. Giddings of Tulsa County, in the State of Oklahoma, of the first part, and Edith L. Helled of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part ~~of~~ of the first part, in consideration of

Three thousand Dollars (\$3,000.00), the receipt of which is hereby acknowledged, do hereby 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:

That part of lot two (2) Block one hundred eighteen (118) in Tulsa (Oklahoma) described as follows: Beginning at the north east corner of said lot two (2) and extending in a southerly direction along the east line of said lot a distance of 56 feet 9 inches then in a westerly direction parallel to the north line of said lot a distance of seventy five (75) feet, thence in a northerly direction a distance of 56 feet and 9 inches to the north line of said lot thence in an easterly direction along the north line of said lot a distance of seventy five feet to the place of beginning the same being according to the recorded plat of the City of Tulsa, Oklahoma.

TO HAVE AND TO HOLD THE SAME unto the said part 4 of the second part, to 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 Frank C. Giddings
has this day executed and delivered one certain promissory note in writing to said part of the second part, described as follows:

Said note being in the sum of three thousand (\$3,000) dollars
dated at Los Angeles, California January 21st 1911 and being due and
payable on April 23rd 1911 with drawing interest from start
at the rate of 6% per annum.

Now, if said part 1/4 of the first part shall pay or cause to be paid to said part 1/4 of the second part, the 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 1/4 of the second part shall be entitled to the possession of said premises. And the said part 1/4 of the first part for said consideration do not 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 4 of the first part has hereunto set his hand... the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, W. M. J. Cleeton and a Notary Public
in and for said County and State on this 21 day of Oct, 1911, personally appeared
Frank C. Siddings 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. W. M. J. Cleeton

My commission expires Mar 4 1941 Alca Notary Public

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, _____ 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., Sec. 3.

Register of Deeds.

RECEIPT.

Received of.

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