

MORTGAGE RECORD.

43

Smith
1-3-52

FROM

State of Oklahoma, Tulsa County, ss.

COMPARED TO

This instrument was filed for record on the 13 day
of June A. D. 1910, at 2:10 o'clock P. M.,
Fees, \$...

By... Deputy.

Register of Deeds

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

THIS INDENTURE, Made this 11th day of June A. D. 1910, between C. A. Houston
and Augusta Houston, his wife, of Tulsa County, in the State of
Oklahoma, of the first part, and H. M. Harner of Tulsa County, in the State of
Oklahoma, of the second part:

WITNESSETH, That said part of the first part, in consideration of Four Thousand Dollars (\$4,000.00),
the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part of the second part, heirs and
assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

The South one half (1/2) of the South East one quarter (1/4) of Section Twenty
five (25) and the East one half (1/2) of the North East one quarter (1/4) and the
North West one quarter (1/4) of the North East one quarter of Section
Thirty Six (36) all in Township Nineteen (19) North Range Twelve (12) East
Indian Base and Meridian containing less than one acre more or less.

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 C. A. Houston
has this day executed and delivered to certain promissory note in writing to said part of the second part, described as follows:
One for the sum of One thousand Dollars (\$1,000.00) due in
60 days from date.
One for the sum of Three thousand Dollars (\$3,000.00)
due in one year from date and both bearing interest at the
rate of 6% per annum from date.

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 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 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 of the first part has hereunto set their hand the day and year first above written.

C. A. Houston
Augusta Houston

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, D. M. Martindale Notary Public
in and for said County and State on this 11 day of June 1910, personally appeared
C. A. Houston and Augusta Houston
to me known to be the identical person 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 5/23 - 1912 (Seal) D. M. Martindale
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... 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 hand this... day of...

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... and... DOLLARS,
in full satisfaction of the within mortgage.