

MORTGAGE RECORD.

FROM

TO

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 27 day of Jan A. D. 1911, at 1 o'clock P. M.

Fees, \$.

By (Seal)

Deputy.

H. C. Halkley
Register of Deeds.

MORTGAGE OF REAL ESTATE.—BAMF. DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 19788

THIS INDENTURE, Made this 23rd day of January A. D. 1911, between J. D. David and Bessie David his wife, of Tulsa County, in the State of Oklahoma, of the first part, and Colonial Trust Company of Tulsa, Tulsa County, in the State of Oklahoma, of the second part:

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

the receipt of which is hereby acknowledged, do hereby presents grant, bargain, sell and convey unto said party of the second part, its successors, heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: The southeast quarter of the southwest quarter of Section ten (10) in Township nineteen (19) north of range twelve (12) east of the Indian Base and Meridian except the right of way of the Arkansas Valley & Western Railway Company containing after exceptions thirty seven (37) acres, more or less.

TO HAVE AND TO HOLD THE SAME unto the said party of the second part, its successors, 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 J. D. David and Bessie David have this day executed and delivered a certain promissory note in writing to said party of the second part, described as follows:

Signed by J. D. David and Bessie David his wife for \$600.00, Dated January 23rd, 1911, payable to the Colonial Trust Company in hands of J. D. David as follows: Sixty days after date any or either of which each as principal promise to pay to the order of the Colonial Trust Company the sum of \$600.00 Dollars together with interest at the rate of 10% per annum from maturity until paid. The makers, agents and endorser each severally waive presentation for payment, notice of non-payment.

Now, if said parties of the first part shall pay or cause to be paid to said party of the second part, its successors, 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 party of the second part shall be entitled to the possession of said premises. And the said party of the first part for said consideration do hereby expressly waive an appraisal of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma. Tulsa County

IN WITNESS WHEREOF, The said party of the first part have hereunto set their hands the day and year first above written.

Witness our hands

J. D. David
Bessie David

STATE OF OKLAHOMA, LINCOLN COUNTY, ss.

Before me,

B. Jelks Notary Public
in and for said County and State on this 26th day of January 1911, personally appeared J. D. David and Bessie David to me known to be the identical persons 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

Jan 7 1914

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 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

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EXECUTED IN PRESENCE OF

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

Register of Deeds.

RECEIPT.

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

the within-named mortgagor the sum of DOLLARS, and

payment, protect and notice and further consent to any assignment or extension of this mortgage. They also agree to pay a reasonable attorney's fee if this note is collected by an attorney for by legal proceedings.