

## MORTGAGE RECORD.

FROM

State of Oklahoma, Tulsa County, ss.

COMPARED

TO

This instrument was filed for record on the 30 day  
of Jan A. D. 1911, at 1:25 o'clock P. M.

Fees, \$.

Sed.

H. Couderley  
Register of Deeds.

By Deputy.

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

THIS INDENTURE, Made this 30th day of January, A. D. 1911, between Edward C. Upton and Dorothy Upton his wife of Tulsa County, in the State of Oklahoma, of the first part, and J. R. Clark of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of \$100.00 Dollars (\$100.00), the receipt of which is hereby acknowledged, do hereby present 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: Lot two (2) in Block one (1) in Harbour Addition to the City of Tulsa Okla.

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. *same and except a mortgage for \$744.00 and*  
PROVIDED, ALWAYS, And these presents are upon this express condition, that where said Edward C. Upton and Dorothy Upton  
ha. this day executed and delivered *\$100.00* certain promissory note in writing to said party of the second part, described as follows:  
to pay to the order of J. R. Clark, his heirs and assigns, the sum of *\$100.00* Dollars, payable at the rate of *10%* per annum, on the 1st day of each succeeding month, until the whole amount is fully paid, at *10%* per annum, with interest at the rate of *10%* per annum, for so long as the same shall remain unpaid, and in case this note is collected by an attorney or legal proceedings, they agree to pay an additional sum of two per cent on the amount of this note or attorney's fees.

Now, if said parties of the first part shall pay, or cause to be paid to said party 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 party of the second part shall be entitled to the possession of said premises. And the said parties 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.

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

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, J. R. Clark, Notary Public, in and for said County and State on this 30 day of January, 1911, personally appeared Edward C. Upton and Dorothy Upton, 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 Feb 10 1913.

## ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:

That, 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 19.

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 DOLLARS, in full satisfaction of the within mortgage.

Per value received, I acknowledge satisfaction and payment in full of the within mortgage, and same is hereby released.

Signed and acknowledged before me July 7-1913

J. R. Clark, Notary Public