

MORTGAGE RECORD.

FROM

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the..... 1..... day
of..... Feb..... A. D. 1911, at..... 8..... o'clock..... P. M.

Fees, \$.

Seal H. B. Walker
Register of Deeds.
By _____ Deputy.

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

THIS INDENTURE, Made this 30th day of January, A. D. 1911, between John H. Hildreth
nee Brown, and M. M. Hildreth, his husband of Adair County, in the State of
Oklahoma, of the first part, and The Atlantic City State Bank of Broken Arrow, Tulsa County, in the State of
Oklahoma, of the second part:

WITNESSETH, That said party 1st of the first part, in consideration of Two Thousand (\$2000.00) and 25¢ Dollars (\$ 2250.00), the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said party 2nd of the second part, with interest heirs and assigns, the following-described Real Estate, situated in Sevier County, and State of Oklahoma, to-wit:

The west end of the Northwest quarter of Section Thirty-two (32)
Township Eighteen (18) north, Range Fourteen (14) East of the Eastern
Base and Meridian

TO HAVE AND TO HOLD THE SAME unto the said party 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 John Kilford & Bruce M. M. Kilford
has this day executed and delivered..... three certain promissory notes...in writing to said part of the second part, described as follows:

Broken Arrow, Oklahoma, January 20, 1911 - \$2000.00
January 20, 1911, after date, I, John or either of us, promise to pay to
Thos. M. Kilford, Valley State Bank & Brokers, Detroit, Michigan,
or to his assigns, the sum of \$2000.00 Dollars in value, received at its
issuance, in full, in Broken Arrow, Oklahoma, with interest at the rate
of eight per cent, per annum, until paid, and
after payment is placed in the hands of a third party collection
agent, as said, then and there, the maker and endorsers hereby severally
waive protest demand and notice of protest and non payment.

Now, if said part ~~1/4~~ of the first part shall pay or cause to be paid to said party ~~1/4~~ of the second part ~~the full sum~~ ^{the full sum} 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 ~~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 hereby expressly waive an appraisalment 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 hands the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, A. M. Jewels, a Notary Public
in and for said County and State on this 30th day of October, 1911, personally appeared
Low Hillborn, as Brewer and M. M. Shulford his husband
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, 2-23-1914

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 mortgagor... has... 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 _____ DOLLARS, in full satisfaction of the within mortgage.