

MORTGAGE RECORD.

COMPARED

FROM

TO

State of Oklahoma, Tulsa County, ss.

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

Fees, \$..

By _____ Deputy.

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

THIS INDENTURE, Made this 7th day of February, A. D. 1911, between James Alexander
Willcox and W. Alexander his husband of Tulsa County, in the State of
Oklahoma, of the first part, and The Arkansas Valley State Bank of Broken Arrow, Tulsa County, in the State of
Oklahoma, of the second part:

WITNESSETH, That said party of the first part, in consideration of Five hundred forty one (\$541.00) and 75/100 Dollars (\$.....), the receipt of which is hereby acknowledged, do hereby these presents grant, bargain, sell and convey unto said party of the second part, James Moore heirs and assigns, the following-described Real Estate, situated in Sticks County, and State of Oklahoma, to-wit:

The West half of the southeast quarter of and the Southeast
quarter of the Southwest quarter of Section 6, T. 29. N. R. 15. E. DOLLARS,
Beverly, Nevada 1.71 and the Range Thirteen (13) East
of the Indian Base and Meridian,

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.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas said James H. Gardner & the Assignors
 had on this day executed and delivered one certain promissory note in writing to said party of the second part, described as follows:

Broken Arrow, Oklahoma, February 7-1911. \$11.94
 June 7-1911 after date of use or either of us promise to pay to the
 Arkansas Valley State Bank of Broken Arrow, Oklahoma, its
 assigns, interest at the banking office in Broken Arrow, Oklahoma
 sixty days after maturity at two per cent, or a promissory note
 paid one One Hundred Dollars or otherwise, or placed in the
 hands of an Attorney for collection, or suit is filed thereon. The
 maker and undersigned hereby severally waive protest, demand and
 notice of protest and non-payment in case this note is not paid.

Now, if said part 1/2 of the first part shall pay or cause to be paid to said party of the second part, its heirs, 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 part 1/2 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, H. M. Jones, a Notary Public
in and for said County and State on this 24 day of February, 1911, personally appeared
Harvey Alexander McEwen and H. E. Alexander her 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

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 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.