

MORTGAGE RECORD.

FROM

State of Oklahoma, Tulsa County, ss.

TO

This instrument was filed for record on the 15 day of June, A. D. 1910, at 1:30 o'clock P. M.

Fees, \$

By

Deputy.

COMPARED

MORTGAGE OF REAL ESTATE.—SAMU BODRWOORTH BOOK CO., LEAVENWORTH, KAN. No. 10788

THIS INDENTURE, Made this 13th day of June, A. D. 1910, between Maud S. Temple, her husband J. M. Temple, of Tulsa County, in the State of Oklahoma, of the first part, and J. K. Gardner, of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part of the first part, in consideration of the sum of Twelve Hundred and no/100 Dollars (\$1200.00), the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part of the second part, his heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: Lot one (1) Block one hundred fifty (150) in the City of Tulsa, Oklahoma.

DOLLARS,

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 Maud S. Temple, her husband J. M. Temple, have this day executed and delivered three certain promissory notes in writing to said part of the second part, described as follows:

\$400.00 due in one year from date
\$400.00 due two years from date
\$400.00 due three years from date
at 6% interest payable semi-annually

Subject to a first mortgage to J. K. Gardner.

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 homestead exemption and stay laws of the State of Oklahoma.

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

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, Lucile Chastain, Notary Public, in and for said County and State on this 13th day of June, 1910, personally appeared Maud S. Temple, her husband J. M. Temple, and J. K. Gardner, 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 January 13, 1914. Lucile Chastain, Notary Public.

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

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 have hereunto set their hands this day of

EXECUTED IN PRESENCE OF

This assignment was filed for record on the day of A. D. 1910, at o'clock P. M. Fee, \$

Register of Deeds.

RECEIPT.

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

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

Signed and acknowledged before me

Register of Deeds