

MORTGAGE RECORD.

FROM

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 11th day
of March, A. D. 1911, at 8 o'clock A. M.

Fees, \$... H. C. Walling
Register of Deeds.

By... Deputy.

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

THIS INDENTURE, Made this 10 day of February, A. D. 1911, between Frank Bigley and Lucy Bigley his wife of Tulsa County, in the State of Oklahoma, of the first part, and J. C. Seibert of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said party of the first part, in consideration of Three Hundred Dollars (\$...), the receipt of which is hereby acknowledged, do by these presents 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 numbered twelve (12) in Block thirty-eight (38) in Neatoch, Tulsa County, in said State, according to the plat thereof.

TO HAVE AND TO HOLD THE SAME unto the said party of the second part, 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 Frank Bigley and Lucy Bigley have at this day executed and delivered their certain promissory note in writing to said party of the second part, described as follows: was paid:

balancing for the payment of (\$336.00) Three hundred thirty six dollars, one cent after date, bearing interest at ten per cent per annum and attorney's fees, together with insurance guaranteed to remain.

Now, if said party 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 party 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 party of the first part have hereunto set their hands the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, John L. Reardon, Notary Public in and for said County and State on this 10 day of February, 1911, personally appeared Frank Bigley and Lucy Bigley, who executed the same as their free and voluntary act and deed for the uses and purposes therein set forth. My commission expires Feb. 1, 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 mortgagee... hereunto set... hand... this... day of... 1911.

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.

* Out of the first part agrees to keep the building upon above premises insured in the sum of \$1000 with the rate secured by this mortgage has been paid in favor of the party of the second part as his interest appears, and it is further agreed to by parties of the first part, should proceedings to foreclose this mortgage be instituted the sum of \$1000 as an attorney's fee shall be taxed as costs in said case.