

## MORTGAGE RECORD.

FROM

TO

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 20 day  
of March, A. D. 1911, at 11 o'clock A. M.

Fees, \$

Seal

H. C. Wacker

Register of Deeds.

By Deputy.

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

THIS INDENTURE, Made this 20th day of March, A. D. 1911, between Edward Swan  
and Essie Swan his wife of Tulsa County, in the State of  
Oklahoma, of the first part, and Joe M. Evans of Tulsa County, in the State of  
Oklahoma, of the second part:

WITNESSETH, That said part of the first part, in consideration of  
Three Hundred Dollars (\$300.00),  
the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part of the second part, her heirs and  
assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:  
Lot Three (3) in Block nine (9) Dodge Addition to the City  
of Tulsa Oklahoma

DOLLARS,

TO HAVE AND TO HOLD THE SAME unto the said part of the second part, her 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 Edward Swan and Essie Swan his wife  
have this day executed and delivered their certain promissory note, in writing to said part of the second part, described as follows:  
\$300.00 dated March 20th 1911, due on or before March 20th 1912 with 8%  
interest from date payable to the order of Joe M. Evans, at Marshalltown  
State Bank, Marshalltown Iowa. Payable annually. Signed Edward Swan  
and Essie Swan  
Alfred's fee 10% of amount principal and interest allowed in case of  
foreclosure. Refers to  
Insurance of \$300.00 to be maintained during life of the  
mortgage policy secured with mortgage.

Now, if said part of the first part shall pay or cause to be paid to said part of the second part, her 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 appraisal of said real estate and all benefit of the home-  
stead 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.

Edward Swan  
Essie Swan

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, a Notary Public  
in and for said County and State on this 20th day of March, 1911, personally appeared  
Edward Swan and Essie Swan his wife  
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 10, 1914 Seal C. B. Wacker Notary Public

## 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 have 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. Fees, \$

Register of Deeds.

## RECEIPT.

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