

## MORTGAGE RECORD.

FROM

TO

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 21<sup>st</sup> day of June A. D. 1910, at 3<sup>12</sup> o'clock P. M.

Fees \$

By

Deputy.

Register of Deeds.

MORTGAGE OF REAL ESTATE.—BANK BODSWORTH BOOK CO., KEAVENWORTH, KAN. No. 10788

THIS INDENTURE, Made this 21<sup>st</sup> day of June A. D. 1910, between H. A. Carmel and Myrtle A. Carmel of Tulsa County, in the State of Oklahoma, of the first part, and Ethel Davis of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said party of the first part, in consideration of Two thousand and four hundred Dollars (\$2400.00), the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said party of the second part, her heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: The northeast quarter of the southeast quarter of section twenty-two and the west half of the southwest quarter of section twenty-three all in township 14 North range 12 West containing 136 acres more or less DOLLARS. The same being a part of the allotment of "Lincoln" deceased.

TO HAVE AND TO HOLD THE SAME unto the said party 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 H. A. Carmel and Myrtle A. Carmel have this day executed and delivered at certain promissory note in writing to said party of the second part, described as follows: a promissory note dated June 1<sup>st</sup> 1910 due and payable one year from date with interest at the rate of 10 percent per annum for an attorney's fees if collected by an attorney or suit, signed by the above parties and payable to Ethel Davis.

Now, if said party of the first part shall pay or cause to be paid to said party 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 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 parties of the first part have hereunto set their hands the day and year first above written.

Witness  
James H. Sykes

H. A. Carmel  
Myrtle A. Carmel

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, W. L. Nijon, Notary Public, in and for said County and State on this 21<sup>st</sup> day of June 1910, personally appeared H. A. Carmel and Myrtle A. Carmel to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they their free and voluntary act and deed for the uses and purposes therein set forth. My commission expires June 17<sup>th</sup> 1913.

## 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 10.

EXECUTED IN PRESENCE OF

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

Register of Deeds.

## RECEIPT.

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