

## MORTGAGE RECORD.

FROM

TO

State of Oklahoma, Tulsa County, ss.

COMPARED

This instrument was filed for record on the 23 day of June, A. D. 1910, at 5 o'clock P. M.

Fees, \$

By

Deputy.

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

THIS INDENTURE, Made this 23 day of June, A. D. 1910, between M. B. Attenberg, a single man, of Tulsa County, in the State of Oklahoma, of the first part, and L. N. Nagel, of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part of the first part, in consideration of Eight hundred Dollars (\$800.00), 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 eleven (11) twelve (12) and thirteen (13) in Block eleven (11) South Addition to the City of Tulsa, Oklahoma according to the official plat and survey thereof.

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 M. B. Attenberg has this day executed and delivered to certain promissory notes in writing to said part of the second part, described as follows: 1. Note for \$112.50 due in 120 days after July 1st 1910. One note for \$140.00 due in 240 days after July 1st 1910. One note for \$137.50 due in 360 days after July 1st 1910. One note for \$134.00 due in 480 days after July 1st 1910. One note for \$132.00 due in 600 days after July 1st 1910. One note for \$129.00 due in 720 days after July 1st 1910. One note for \$126.00 due in 840 days after July 1st 1910. One note for \$124.00 due in 960 days after July 1st 1910. One note for \$121.00 due in 1080 days after July 1st 1910. One note for \$118.00 due in 1200 days after July 1st 1910. One note for \$116.00 due in 1320 days after July 1st 1910. One note for \$113.00 due in 1440 days after July 1st 1910. One note for \$110.00 due in 1560 days after July 1st 1910. One note for \$108.00 due in 1680 days after July 1st 1910. One note for \$105.00 due in 1800 days after July 1st 1910. One note for \$102.00 due in 1920 days after July 1st 1910.

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 appraisal 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 has hereunto set his hand the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, the undersigned, Notary Public, in and for said County and State on this 23 day of June, 1910, personally appeared M. B. Attenberg, and L. N. Nagel, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires October 16, 1913.

## 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 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 has hereunto set his hand this day of 1910.

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 Dollars, in full satisfaction of the within mortgage.