

MORTGAGE RECORD.

FROM

State of Oklahoma, Tulsa County, ss.

TO

This instrument was filed for record on the 28th day
of June A. D. 1910, at 8⁰⁰ o'clock A. M.
Fees, \$.

By H. C. Wacker Deputy.

Register of Deeds.

MORTGAGE OF REAL ESTATE.—BANK BOOK CO., LEAVENWORTH, KAN. No. 19788

THIS INDENTURE, Made this 18th day of June A. D. 1910, between James Egan and
Vina Egan, his wife of Tulsa County, in the State of
Oklahoma, of the first part, and N. J. Smith & Patsy W. Smith of Tulsa County, in the State of
Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of Three Thousand Dollars (\$ 3000.00),
the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said parties of the second part, their heirs and
assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:
The East Ninety (90) feet of Lots ten (10) Eleven (11) and twelve (12)
in Block Six (6) in Landray Addition to the town (now city)
of Tulsa, Oklahoma, according to the recorded plat and
survey thereof DOLLARS.

TO HAVE AND TO HOLD THE SAME unto the said parties of the second part, their 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 James Egan & Vina Egan
have this day executed and delivered one certain promissory note in writing to said parties of the second part, described as follows:

\$ 3000.00 1910
On or before two years after date, for value received, we are either of
us promise to pay to the order of N. J. Smith and Patsy W. Smith Three
Thousand & No Dollars at one with interest at the rate of Eight per cent
per annum, payable annually from date until paid. The interest if not paid
when due, to become as principal and bear the same rate of interest, and in case
this note is collected by an attorney or by legal proceedings we agree to pay an
Additional sum of ten per cent of the amount of this note or attorney's fees.

Now, if said parties of the first part shall pay or cause to be paid to said parties of the second part, their 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 parties of the second part shall be entitled to the possession
of said premises. And the said parties 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 parties of the first part have hereunto set their 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 24th day of June, 1910, personally appeared
James Egan and Vina Egan
to me known to be the identical person 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 June 15th 1913 (decal) H. A. Reynolds Notary Public

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:
That James Egan & Vina Egan of Tulsa County,
in the State of Oklahoma, the within-named mortgage in consideration of the sum of Three Thousand DOLLARS,
to them 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 hand this 24th day of June, 1910.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 24th day of June, A. D. 1910, at 8⁰⁰ o'clock A. M. Fee, \$.

Register of Deeds.

RECEIPT.

Received of James Egan & Vina Egan the within-named mortgagor
and Three Thousand DOLLARS,
in full satisfaction of the within mortgage.