

## MORTGAGE RECORD.

COMPARED

FROM

TO

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 28 day  
of June A. D. 1910, at 1 o'clock P. M.  
Fees, \$.

By J. E. Wichey Deputy.  
Register of Deeds.  
(Seal)

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

THIS INDENTURE, Made this 26th day of May A. D. 1910, between Henry H. Husman a single man of Oklahoma County, in the State of Oklahoma, of the first part, and Anna S. Husman of Oklahoma County, in the State of Oklahoma, of the second part:

WITNESSETH, That said party of the first part, in consideration of the sum of Eight hundred and sixty six and no/100 (\$866.00) Dollars (\$), the receipt of which is hereby acknowledged, do hereby 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:

Lot four (4) and the North East Quarter (1/4) of the South West Quarter (1/4) of Section Thirty (30) in Township Seventeen (17) North and Range Fourteen (14) East of the Indian Base and Meridian containing Eighty (80) Acres more or less

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 Henry H. Husman has this day executed and delivered his certain promissory note in writing to said party of the second part, described as follows:

Dated May 2th 1910 for \$866.00, Payable to the order of Anna S. Husman Five (5) years after date bearing five (5) per cent interest per annum from date, payable annually and a reasonable attorneys fee of fees on the hands of an attorney for collection

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 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 party of the first part ha hereunto set his hand the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, J. J. Pantler a Notary Public in and for said County and State on this 27th day of June 1910, personally appeared Henry H. Husman, a single man and 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 June 30th 1910.

## ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS: That Henry H. Husman of Oklahoma County, in the State of Oklahoma, the within-named mortgagee in consideration of the sum of Eight hundred and sixty six and no/100 (\$866.00) DOLLARS, to Anna S. Husman in hand paid, the receipt whereof is hereby acknowledged, do hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto her 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 his hands this 27th day of June 1910.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 28th day of June A. D. 1910, at 1 o'clock P. M. Fee, \$.

Register of Deeds.

## RECEIPT.

Received of Henry H. Husman the within-named mortgagor the sum of Eight hundred and sixty six and no/100 (\$866.00) DOLLARS, in full satisfaction of the within mortgage.