

MORTGAGE RECORD.

FROM

TO

State of Oklahoma, Tulsa County, ss.

COMPARED

This instrument was filed for record on the 1st day of July A. D. 1910, at 3:00 o'clock P. M.

Fee, \$

By

Deputy.

Register of Deeds.

MORTGAGE OF REAL ESTATE.—BANK BOOK CO., LEAVENWORTH, KAN. No. 10783

THIS INDENTURE, Made this 30th day of June A. D. 1910, between Charlotte E. Hobbs, a single woman of Tulsa County, in the State of Oklahoma, of the first part, and F. S. Gray of Oklahoma, of the second part:

WITNESSETH, That said party of the first part, in consideration of Sixteen hundred and fifty dollars Dollars (\$ 1650.00), the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said party of the second part, his heirs and assigns, the following described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: The north fifty (50) feet of lot four (4) block one hundred and two (102) Tulsa according to the Government survey and plat of said town DOLLARS,

TO HAVE AND TO HOLD THE SAME unto the said party 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 first parties have this day executed and delivered their certain promissory note in writing to said party of the second part, described as follows: Note one thousand six hundred fifty dollars due one year from date with interest at eight per cent.

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

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, B. F. Pettus a Notary Public in and for said County and State on this 30th day of June 1910, personally appeared Charlotte E. Hobbs and F. S. Gray and Francis B. Hobbs 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 Sept 1st 1911 1911.

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:

That Charlotte E. Hobbs of Tulsa County, in the State of Oklahoma, the within-named mortgage in consideration of the sum of 1650.00 DOLLARS, to F. S. Gray in hand paid, the receipt whereof is hereby acknowledged, do hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto his 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 hand this 30th day of June 1910.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 1st day of July A. D. 1910, at 3:00 o'clock P. M. Fee, \$

Register of Deeds.

RECEIPT.

Received of F. S. Gray the within-named mortgagor the sum of 1650.00 DOLLARS, in full satisfaction of the within mortgage.