

MORTGAGE RECORD.

FROM

TO

State of Oklahoma, Tulsa County, ss.

COMPARED

This instrument was filed for record on the 9th day of July, A. D. 1910, at 2⁵⁵ o'clock P. M.

Fees \$

By Seal Deputy.

Register of Deeds.

MORTGAGE OF REAL ESTATE.—SAML DOWNSWORTH BOOK CO., LEAVENWORTH, KAN. No. 10788

THIS INDENTURE, Made this 9th day of July, A. D. 1910, between Gora P. Van Voorhis and Frank Van Voorhis of Tulsa County, in the State of Oklahoma, of the first part, and B. E. Odell of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part¹ of the first part, in consideration of

One thousand Dollars (\$ 1,000.00), the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part² 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 twenty-five (25) feet of lot numbered six (6) in Block numbered three (3) in the Bluffton Addition to the City of Tulsa, Oklahoma, according to the original plat thereof, the same being a part of seventy-five (75) feet on the north side of the Tulsa Avenue and one hundred and forty (40) feet on the east side.

TO HAVE AND TO HOLD THE SAME unto the said part² 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 Gora P. Van Voorhis and Frank Van Voorhis have this day executed and delivered their certain promissory note in writing to said part² of the second part, described as follows:

\$1,000.00 Tulsa, Oklahoma July 9, 1910 March 9, 1911, after date, we promise to pay to B. E. Odell or order one thousand dollars at Tulsa, Oklahoma, to wit: at the rate of 8 per cent per annum from date and further hereby agree that if this note is not paid when due to pay all costs and charges for collection, including time and attorney's fees.

Due March 9, 1911

Gora P. Van Voorhis
Frank Van Voorhis

Now, if said part¹ of the first part shall pay or cause to be paid to said part² 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 part² of the second part shall be entitled to the possession of said premises. And the said part¹ 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 part¹ of the first part has hereunto set their hand the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, C. W. Grimes Notary Public, in and for said County and State on this 9th day of July, 1910, personally appeared Gora P. Van Voorhis and Frank Van Voorhis 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

Feb. 19, 1911

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:

That the within-named mortgage of Tulsa County, in the State of Oklahoma, the within-named mortgage, in consideration of the sum of one thousand DOLLARS, to the within-named mortgagee, 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 has hereunto set his hand this 9th day of July, A. D. 1910.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 9th day of July, A. D. 1910, at 2⁵⁵ o'clock P. M. Fee, \$

Register of Deeds.

RECEIPT.

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