

## MORTGAGE RECORD, No. 57.

FROM

State of Oklahoma, Tulsa County, ss.

TO

This instrument was filed for record on the 15 day of Oct A. D. 1929 at 12:45 o'clock P. M.

Fees, \$

By

Deputy.

MORTGAGE OF REAL ESTATE.—HAMIL DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 19785.

THIS INDENTURE, Made this 19 day of October, A. D. 1929, between

Henry S. Davis and Mary Davis, his wife of Tulsa County, in the State of  
Oklahoma, of the first part, and John M. Vaughan of Tulsa County, in the State of  
Oklahoma, of the second part:

WITNESSETH, That said part 1st of the first part, in consideration ofThree Hundred and fiftyDollars (\$ 350.00),the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said part 2nd of the second part his heirs andassigns, the following described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

All of Lot seven (7) and eight (8) Block eight (8) according to the revised  
plat of the Burnette Addition to the Town of Tulsa, Tulsa County, Oklahoma.

DOLLARS,

TO HAVE AND TO HOLD THE SAME unto the said part 2nd 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 Henry S. Davis and Mary Davis, his wife  
 have this day executed and delivered their certain promissory note in writing to said part 1st of the second part, described as follows:  
"Three years after date, for value received we promise to pay to John M. Vaughan  
under Three Hundred and fifty dollars at office of B. F. Pettus, Tulsa, Oklahoma, to  
be paid in full at the rate of 10 percent per annum from date and further hereby agree  
that if this note is not paid when due to pay all costs necessary for collection,  
including ten percent for attorney fees, and if interest not paid when  
due to become and principal and bear the same rate of interest.

Signed Henry S. Davis  
Mary Davis

Now, if said part 1st of the first part shall pay or cause to be paid to said part 2nd 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 2nd of the second part shall be entitled to the possession  
 of said premises. And the said part 1st 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 part 1st of the first part has hereunto set their hand the day and year first above written.

Henry S. Davis  
Mary Davis

## STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me

B. F. PettusNotary Public

in and for said County and State on this 19th day of October, 1929, personally appeared  
Henry S. Davis and Mary Davis, his wife 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

Sept 12, 19311929B. F. PettusNotary Public

## ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_ of \_\_\_\_\_ County,  
 in the State of Oklahoma, the within-named mortgage \_\_\_\_\_ in consideration of the sum of \_\_\_\_\_ and \_\_\_\_\_ 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 \_\_\_\_\_ hand this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_\_

EXECUTED IN PRESENCE OF

This assignment was filed for record on the \_\_\_\_\_ day of \_\_\_\_\_ A. D. 19\_\_\_\_\_, at \_\_\_\_\_  
 o'clock \_\_\_\_\_ M. Fee, \$ \_\_\_\_\_

Register of Deeds.

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## RECEIPT.

Received of \_\_\_\_\_

the within-named mortgagor \_\_\_\_\_ the sum of \_\_\_\_\_

and \_\_\_\_\_ DOLLARS,

in full satisfaction of the within mortgage.