

MORTGAGE RECORD, No. 57.

FROM	State of Oklahoma, Tulsa County, ss.
	This instrument was filed for record on the 25 day of Oct. A. D. 1929 at 4 o'clock P. M.
TO	Fees, \$ Seal H. W. Walby, Register of Deeds.
	By Deputy.

MORTGAGE OF REAL ESTATE—BANK DOWNTOWN BOOK CO., LEAVENWORTH, KAN. No. 1935.

THIS INDENTURE, Made this 25th day of October, A. D. 1929, between Lee Robinson and Lela Robinson (his wife) of Tulsa County, in the State of Oklahoma, of the first part, and Margaret Wilkerson of Lafayette County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part of the first part, in consideration of Four hundred Dollars (\$400.00), the receipt of which is hereby acknowledged, do hereby these presents, grant, bargain, sell and convey unto said part of the second part, their heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: Lot 3 in Block 333 in Township 36 North, Range 12 East, of the 6th Principal Meridian, State of Oklahoma.

TO HAVE AND TO HOLD THE SAME unto the said part 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 Lee Robinson and Lela Robinson, his wife, have this day executed and delivered their certain promissory note in writing to said part of the second part, described as follows: Tulsa, Okla. (October) 25, 1929. Two years after date, for value received, we promise to pay to Margaret Wilkerson, or order, four hundred dollars at office of Albert Brown, Tulsa, Okla., to bear interest at the rate of 5 per cent per annum, and further hereby agree that if this note is not paid when due, we pay all costs necessary for collection, including 10 per cent per annum for attorney's fees. Interest to be paid semi-annually, and if interest is not paid when due, to become part principal and bear the same rate of interest. Lee Robinson, Lela Robinson.

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

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, B. F. Pettus, Notary Public, in and for said County and State on this 25 day of October, 1929, personally appeared Lee Robinson and Lela Robinson (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, 1931. B. F. Pettus, Notary Public.

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. 1929, at o'clock M. Fee, \$.

Register of Deeds.

RECEIPT.

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