

MORTGAGE RECORD, No. 57.

FROM

TO

COMPARED

State of Oklahoma, Tulsa County, ss.  
This instrument was filed for record on the 19 day of Oct A. D. 1929 at 12 o'clock P. M.  
Fees, \$  
H. C. Mackley  
Register of Deeds.  
By Deputy.

MORTGAGE OF REAL ESTATE.—BANK DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 1878.

THIS INDENTURE, Made this 19th day of October, A. D. 1929, between John W. Graffius and wife Elizabeth L. Graffius of Tulsa County, in the State of Oklahoma, of the first part, and Annelle Taylor Jones, Trustee of Washington D.C. County, in the State of Oklahoma, of the second part:  
WITNESSETH, That said parties of the first part, in consideration of Two thousand Dollars (\$2,000.00), the receipt of which is hereby acknowledged, do by 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: Northernly fifty (50) feet of Lot two (2) in Block one hundred twenty five (125) according to the original plat of the City of Tulsa DOLLARS,

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 John W. Graffius and wife Elizabeth L. Graffius have this day executed and delivered their certain promissory notes in writing to said party of the second part, described as follows:  
One principal note of Two thousand Dollars due October 9, 1911.  
One interest note of Eighty Dollars due April 29, 1910.  
October 29, 1910.  
April, 29, 1911.  
October, 29, 1911.

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 parties 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. Any expenses which may be incurred in defending the title within property shall be paid by the grantors herein intended and become part of the debts.  
IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.  
Before me C. D. Coggeshall  
in and for said County and State on this 19 day of October, 1929, personally appeared John W. Graffius, Annelle Taylor Jones and Elizabeth L. Graffius 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 May 14, 1911.  
C. D. Coggeshall  
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. 19, at o'clock M. Fee, \$  
Register of Deeds.  
19.

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