

MORTGAGE RECORD, No. 57.

FROM

State of Oklahoma, Tulsa County, ss.

COMPARED

TO

This instrument was filed for record on the 29 day of Oct. A. D. 1929, at 3 o'clock P. M.

Fees, \$

H. C. Walker

Register of Deeds.

By [Signature] Deputy.

MORTGAGE OF REAL ESTATE.—BANK DOWNSIDE BOOK CO., LEAVENWORTH, KAN. No. 19788.

THIS INDENTURE, Made this 29th day of October, A. D. 1929, between H. C. Walker of Tulsa County, in the State of Oklahoma, of the first part, and Josephine B. Lawrence of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 2 of the first part, in consideration ofFifteen hundredDollars (\$1500.00),the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said part 4 of the second part, her heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

Undivided 3/4 interest in the east 30 acres of S. 1/2 of N. 1/2 of section 19, and east one half of northwest quarter and south one half of south one half of northwest quarter of northwest quarter of section twenty (20) all in township nineteen (19) north of range thirteen (13) east, containing 120 acres.

TO HAVE AND TO HOLD THE SAME unto the said part 4 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 H. C. Walker has this day executed and delivered his certain promissory note, in writing to said part 4 of the second part, described as follows:

Noted at Tulsa, Oklahoma, payable five months after date, for value received to the order of Josephine B. Lawrence, with interest at eight percent per annum from date until paid, and calling for fifteen hundred dollars, and in case said note is collected by suit to pay attorneys fees.

Now, if said part 4 of the first part shall pay or cause to be paid to said part 4 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 part 4 of the second part shall be entitled to the possession of said premises. And the said part 4 of the first part for said consideration do hereby expressly waive an appraisement 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 4 of the first part has hereunto set her hand the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me Orville S. Booth Notary Public in and for said County and State on this 29th day of October, 1929, personally appeared H. C. Walker to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth. My commission expires Feb. 23, 1930 [Signature] Orville S. Booth Notary Public

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:

That H. C. Walker of Tulsa County, in the State of Oklahoma, the within-named mortgagee, in consideration of the sum of 1500.00 and 1500.00 DOLLARS, to Josephine B. Lawrence in hand paid, the receipt whereof is hereby acknowledged, do hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto her 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, he hereunto set his hand this 29th day of October, 1929.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 29th day of October, A. D. 1929, at 3 o'clock P. M. Fee, \$

Register of Deeds.

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RECEIPT.

Received of Josephine B. Lawrence the within-named mortgagor, the sum of 1500.00 and 1500.00 DOLLARS, in full satisfaction of the within mortgage.