

MORTGAGE RECORD, No. 57.

FROM

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 30 day of Oct. A. D. 1929, at 8:30 o'clock A.M.

Fees, \$

Seal

H. B. Mackley

Register of Deeds.

By Deputy.

MORTGAGE OF REAL ESTATE—SAML DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 19788.

THIS INDENTURE, Made this 29th day of October, A. D. 1929, between

J. N. Meekes and Effie A. Meekes, his wife, of Tulsa County, in the State of Oklahoma, of the first part, and The Bank of Bixby (as corporation) of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH That said part of the first part, in consideration of Two hundred twenty & 4/100 (\$220.40) Dollars (\$220.40), the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said part of the second part, its heirs and assigns, the following described Real Estate, situated in Bixby, Tulsa County, and State of Oklahoma, to-wit: All of the south 1/4 of the 3rd of 10th Ave. Block, located (2nd) of the original town of Bixby, Okla., according to the 2nd survey and plat of said town of Bixby.

TO HAVE AND TO HOLD THE SAME unto the said part of the second part, its 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 J. N. Meekes and Effie A. Meekes have this day executed and delivered to said part of the second part, described as follows:

Copy of note made attached to this instrument. Bixby, Oklahoma, Oct. 29th 1929. On April 9th 1929, without grace, after date, for value received, said part of the first part, in payment to the order of The Bank of Bixby, Bixby, Oklahoma, of a loan of \$220.40, in lawful money of the United States of America, of equal to the present standard of value, with interest at ten percent per annum, for said maturity, interest to become said principal and due and payable at the same rate of interest, with said maturity and interest, to be paid to said part of the second part, its heirs and assigns, without notice thereof, appraisement and all expenses incurred. If suit be instituted, a decree shall be entered for the sum of \$220.40, plus interest and costs, and said part of the first part shall pay or cause to be paid to said part of the second part, its 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 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 of the first part has hereunto set their hands the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, J. F. Paustler, Notary Public, in and for said County and State on this 30th day of October, 1929, personally appeared J. N. Meekes and Effie A. Meekes, 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 June 30th 1930.

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS: That the within-named mortgage, in the State of Oklahoma, the within-named mortgage, in consideration of the sum of \$220.40, and 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 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 their hand this 30th day of October, 1929.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 30th day of October, A. D. 1929, at 8:30 o'clock P.M. Fee, \$

Register of Deeds.

RECEIPT.

Received of the within-named mortgagor the sum of \$220.40, and DOLLARS, in full satisfaction of the within mortgage.