

MORTGAGE RECORD, No. 57.

FROM

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 7th day of Nov A. D. 1912 at 10:30 o'clock a.m.

Fees, \$

Register of Deeds.

By Handwritten Signature Deputy.

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

THIS INDENTURE, Made this 7th day of Nov, A. D. 1912, between O. J. Crookshanks of Tulsa County, in the State of Oklahoma, of the first part, and American Bank of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1st of the first part, in consideration of Three Hundred Dollars (\$ 300.00), 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 and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: Lot 10, 9th in Block Three (3) in the Hackberry addition to the city of Tulsa— 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 O. J. Crookshanks has 8 this day executed and delivered a certain promissory note in writing to said part 2nd of the second part, described as follows: Check on Okla Nov 2 - 1912 for forty days after date, and or with order payable to pay to the American Bank three hundred dollars with interest 10 per cent per annum, per month.

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 appraisalment 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 1st of the first part has 8 hereunto set their hand the day and year first above written.

O. J. Crookshanks
Willie Crookshanks

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me George H. Norvell a notary public in and for said County and State on this second day of November, 1912, personally appeared O. J. Crookshanks and Willie Crookshanks 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 August 31, 1912 seal George H. Norvell Notary Public

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS: That O. J. Crookshanks & Willie Crookshanks of Tulsa County, in the State of Oklahoma, the within-named mortgage in consideration of the sum of Three Hundred Dollars, to them in hand paid, the receipt whereof is hereby acknowledged, do hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto American Bank

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 8 hereunto set our hand this 2nd day of November 1912

EXECUTED IN PRESENCE OF

George H. Norvell N. P.
John Stark J. P.

This assignment was filed for record on the 7th day of Nov A. D. 1912, at 10:30 o'clock a.m. Fee, \$

Register of Deeds.

RECEIPT.

Received of American Bank the within-named mortgagor the sum of Three Hundred Dollars, in full satisfaction of the within mortgage.