

## MORTGAGE RECORD, No. 57.

FROM

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 13 day  
of Sept A. D. 1929, at 5 o'clock a M.

Fees, \$

By (Seal) Deputy.H. C. Walkley  
Register of Deeds.

MORTGAGE OF REAL ESTATE.—SAML DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 19789.

THIS INDENTURE, Made this 7th day of September, A. D. 1929, between M. H. Ruth and Alice R. Ruth, wife County, in the State of  
Oklahoma, of the first part, and Henry Becker of Shawnee County, Kansas County, in the State of  
Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of Seven Hundred  
Dollars (\$700),  
the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said party of the second part, his heirs and  
assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:  
Lot numbered thirteen, fourteen and fifteen, in Block numbered  
thirty six in the town of Broken Arrow.  
DOLLARS,

TO HAVE AND TO HOLD THE SAME unto the said party 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 M. H. Ruth and Alice R. Ruth  
have this day executed and delivered and certain promissory note in writing to said party of the second part, described as follows:  
Broken Arrow, Okla. September 7, 1929. Party two years after date, without  
demand, notice or protest, pay or either of us as principal, promise to pay  
to the order of Henry Becker, Seven hundred dollars for value received, negotiable  
and payable, and with interest from date at the rate of 10 percent per annum  
until paid. Payable at the First National Bank of Broken Arrow, Okla.  
If the interest be not paid annually it shall become a part of the  
principal and bear the same rate of interest. The maker, parties and  
endorser waive demand, notice and protest and agree that the time of payment be  
extended without our consent from time to time until paid. M. H. Ruth

Now, if said party of the first part shall pay or cause to be paid to said party 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 party of the second part shall be entitled to the possession  
of said premises. And the said party of the first part for said consideration do hereby expressly waive an appraisalment of said real estate and all benefit of the home-  
stead exemption and stay laws of the State of Oklahoma.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand at the day and year first above written.

M. H. Ruth  
Alice R. Ruth

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, F. S. Hurd Notary Public  
in and for said County and State on this 7th day of September, 1929, personally appeared  
M. H. Ruth and Alice R. Ruth, his wife 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 January 21, 1931 (Seal) F. S. Hurd

## ASSIGNMENT.

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 mortgage        ha 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.