

MORTGAGE RECORD, No. 57.

RECORDED	FROM	State of Oklahoma, Tulsa County, ss.
		This instrument was filed for record on the <u>10</u> day
	TO	of <u>Nov.</u> A. D. 19 <u>29</u> , at <u>3:45</u> o'clock <u>P.</u> M.
		Fees, \$ <u>Scale</u> <u>Mc. Walker</u> Register of Deeds.
	By <u>Scale</u> Deputy.	

MORTGAGE OF REAL ESTATE—BANK DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 10788.

THIS INDENTURE, Made this 10th day of November, A. D. 1929, between Samuel S. Kennedy & Agnes Kennedy, his wife of Tulsa County, in the State of Oklahoma, of the first part, and J. C. Chasbie of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of Twenty-four hundred and no cents, Dollars (\$ 24.00), 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:

All of lot six (6) and that part of lot five (5) described as follows: Beginning at the southwesterly corner of lot 6 thence in a southerly direction along the East line of Central Avenue twenty-four feet; thence in a southeasterly direction and hundred DOLLARS, and forty feet to the easterly line of said lot five; thence in a northerly direction twenty-five feet to the southwesterly corner of lot six; thence in a southeasterly direction along the southerly line of said lot six one hundred and forty feet to the place of beginning all of said described ground being in Block one hundred and eighty-one (181) of Tulsa, Okla., according to the recorded plat thereof.

TO HAVE AND TO HOLD THE SAME unto the said party of the second part and 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 Samuel S. Kennedy & Agnes Kennedy have on this day executed and delivered their certain promissory note in writing to said party of the second part, described as follows:

Dated at Tulsa, Okla. Nov. 10th 1929 due in six months from date, with interest from maturity at the rate of 8% per annum, payable to the Central National Bank of Tulsa.

Signed Samuel S. Kennedy & Agnes Kennedy

Now, if said party of the first part shall pay or cause to be paid to said party of the second part Central National Bank of Tulsa its successors 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.

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

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me Paul C. Lynch Notary Public in and for said County and State on this 10th day of November, 1929, personally appeared Samuel S. Kennedy and Agnes Kennedy, 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 July 21 1931.

Scale Paul C. Lynch Notary Public

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS: That Samuel S. Kennedy & Agnes Kennedy of Tulsa County, in the State of Oklahoma, the within-named mortgage, in consideration of the sum of 24.00 DOLLARS, to J. C. Chasbie in hand paid, the receipt whereof is hereby acknowledged, do hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto his 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 10th day of November, 1929.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 10th day of November, A. D. 1929, at 3:45 o'clock P. M. Fee, \$ Scale

Register of Deeds.

1929

RECEIPT.

Received of J. C. Chasbie the within-named mortgagee, the sum of 24.00 DOLLARS, in full satisfaction of the within mortgage.