

MORTGAGE RECORD, No. 57.

FROM

TO

COMPARED

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 19 day of Nov. A. D. 1929, at 9⁴⁵ o'clock, A. M.

Fees, \$

By

Deputy.

Seal

H. G. Walkley

Register of Deeds.

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

THIS INDENTURE, Made this 6th day of October, A. D. 1929, between Alvyn Ward & Mahaley Ward, his wife of Tulsa County, in the State of Oklahoma, of the first part, and J. H. Garner of Tulsa City, Mo. of Jackson County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part of the first part, in consideration of the sum of Six Hundred and fifty Dollars (\$ 650), the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said part of the second part his heirs and assigns, the following-described Real Estate, situated in the County of Tulsa County, and State of Oklahoma, to-wit: The S.W. 1/4 of Section thirty three (33) Township twenty one (21) North, Range thirteen (13) East.

TO HAVE AND TO HOLD THE SAME unto the said part 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 Alvyn Ward & Mahaley Ward have on this day executed and delivered one certain promissory note in writing to said part of the second part, described as follows: the following is a synopsis: Dated October 6th, 1929, for \$650.00 with interest at eight per cent per annum from maturity, due one year after date, signed by Alvyn Ward and Mahaley Ward

Now, if said part of the first part shall pay or cause to be paid to said part 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 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 any laws of the State of Oklahoma. Said part of the first part shall keep property in good condition and keep insurance paid during term of this mortgage

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

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me J. P. Clark Notary Public in and for said County and State on this 6th day of October, 1929, personally appeared Alvyn Ward and Mahaley Ward 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. Witness my hand and official seal the day and year above set forth. My commission expires July 10, 1933

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:

That Alvyn Ward of Tulsa County, in the State of Oklahoma, the within-named mortgagee in consideration of the sum of 650 DOLLARS, to J. H. Garner 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 has hereunto set his hand this 19 day of October, 1929.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 19 day of October, A. D. 1929, at 9 o'clock A. M. Fee, \$ 1.00

Register of Deeds.

\$ 1.00

RECEIPT.

Received of J. H. Garner the within-named mortgagor the sum of 650 DOLLARS, in full satisfaction of the within mortgage.