

## MORTGAGE RECORD, No. 57.

FROM

TO

COMPARED

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 16 day  
of Nov. A. D. 1917 at 8 o'clock a M.  
Fees, \$.....

By

W. H. H. H. H.  
Register of Deeds.  
Deputy.

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

THIS INDENTURE, Made this 13 day of November, A. D. 1917, between E. E. Weer of Tulsa County, in the State of Oklahoma, of the first part, and J. E. Weer of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1 of the first part, in consideration of Nineteen Hundred Dollars (\$1900.00), the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said part 2 of the second part his heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:  
The east one-half of the north-east quarter and north-west quarter of N.E. quarter of Section Twenty-eight Township Eighteen, north Range Thirteen, east 1st in Tulsa County Okla. DOLLARS,

TO HAVE AND TO HOLD THE SAME unto the said part 2 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 E. E. Weer and J. E. Weer had this day executed and delivered one certain promissory note in writing to said part 2 of the second part, described as follows:  
Broken promissory note, Nov. 13, 1917, one year after date near title of \$200.00 principals promise to pay to the order of J. E. Weer Nineteen Hundred Dollars \$1900.00 for value received, negotiable and with interest from date at the rate of ten per cent per annum, interest payable at The First State Bank of Broken Arrow Okla.

Now, if said part 1 of the first part shall pay or cause to be paid to said part 2 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 2 of the second part shall be entitled to the possession of said premises. And the said part 1 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 1 of the first part has hereunto set their hand the day and year first above written.

E. E. Weer  
J. E. Weer

## STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, A. L. Laws Notary Public  
in and for said County and State on this 15 day of November, 1917 personally appeared E. E. Weer and J. E. Weer 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 March 25 1919

A. L. Laws  
Notary Public

## ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:  
That the of the County, in the State of Oklahoma, the within-named mortgage in consideration of the sum of the and the DOLLARS, to the in hand paid, the receipt whereof is hereby acknowledged, do hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto the 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 hand this the day of the 1917.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the the day of the A. D. 1917, at the o'clock M. Fee, \$.....  
Register of Deeds.  
1917

## RECEIPT.

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