

MORTGAGE RECORD, No. 57.

FROM	State of Oklahoma, Tulsa County, ss.
TO	This instrument was filed for record on the 26 day of Nov. A. D. 1929 at 10 o'clock A. M.
	Fees, \$
	By Seal. H. C. Walker, Deputy Register of Deeds.

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

THIS INDENTURE, Made this 26th day of November, A. D. 1929, between Lewis F. Nicolaidis, a single man, of Tulsa County, in the State of Oklahoma, of the first part, and Sidney M. Smith, of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part of the first part, in consideration of Three thousand, seven hundred and forty two Dollars (\$3,742.00), the receipt of which is hereby acknowledged, do hereby 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 Tulsa County, and State of Oklahoma, to-wit: The south half of the north half of the southeast quarter of the northeast quarter (S. 1/2 of N. 1/2 of S. 1/4 of N. E. 1/4) and lot four (4) of section twenty four (24) to a north-south line (19) north range twelve east of the Standard meridian, containing 47.85 acres more or less, according to the U.S. Survey thereof.

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 Lewis F. Nicolaidis has this day executed and delivered to said part of the second part, described as follows: One note for \$1,871.00 dated November 26th, 1929, payable to the order of Sidney M. Smith, bearing interest at the rate of 8% payable annually and due on or before November 26th, 1930 and signed by Lewis F. Nicolaidis; One note for \$1,871.00 dated November 26th, 1929, payable to the order of Sidney M. Smith, bearing interest at the rate of 8% payable annually and due on or before November 26th, 1931 and signed by Lewis F. Nicolaidis.

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 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 of the first part has hereunto set his hand the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, C. W. Grimes, Notary Public, in and for said County and State on this 26th day of November, 1929, personally appeared Lewis F. Nicolaidis, a single man, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires Feb. 19th, 1931.

KNOW ALL MEN BY THESE PRESENTS: That, in the State of Oklahoma, the within-named mortgage, in consideration of the sum of 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 mortgagee has hereunto set his 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.

RECEIPT.

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