

## MORTGAGE RECORD, No. 57.

FROM

TO COMPARED

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 25 day of Sep. A. D. 1927, at 8 o'clock A. M.

Fees, \$

H. B. Righter

By

Deputy.

H. L. Walkley

Register of Deeds.

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

THIS INDENTURE, Made this 2nd day of September, A. D. 1927, between The First Presbyterian Church of Broken Arrow Corporation of Broken Arrow, Tulsa County, in the State of Oklahoma, of the first part, and The Board of Church Extension Fund of the General Assembly of the Presbyterian Church in the United States of America, of New York N. Y. of the second part:

WITNESSETH, That said part of the first part, in consideration of One Thousand (\$1000.00) Dollars and 00/100

the receipt of which is hereby acknowledged, do hereby these presents, grant, bargain, sell and convey unto said part of the second part in remission and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

Lot One (1) Two (2) Three (3) Four (4) and Five (5) in Block Number Twenty Five (25) of the Incorporated Town of Broken Arrow, Oklahoma.

TO HAVE AND TO HOLD THE SAME unto the said part of the second part, its 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 First Presbyterian Church of Broken Arrow, Oklahoma has this day executed and delivered ten certain promissory notes in writing to said part of the second part, described as follows:

Dated Broken Arrow, Oklahoma September 2, 1909 due 1-2-3-4-5-6-7-8-9 and 10 years after date, executed respectively for the sum of \$5.70-\$75-\$80-\$85-\$90-\$95-\$100-\$105-\$110 and \$120

The party of the first part agrees that until this mortgage is satisfied it will keep this building on said premises insured in at least the sum of \$1000 in some responsible insurance company, having an office or agency in New York N. Y. to be approved by the said mortgagee or its assigns, with loss payable to said mortgagee, or its assigns, as its interest may appear.

Now, if said part of the first part shall pay or cause to be paid to said part of the second part its sum or sums or assigns, said sum of money in the above-described notes 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 its hand the day and year first above written.

Witness: W. L. Brooks  
Secretary of the Board of Trustees

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, F. B. Righter

in and for said County and State on this 24th day of September, 1927, personally appeared Nat L. Sanders, who submitted his name 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 March, 15, 1930

## 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 mortgagee has 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.

## RECEIPT.

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