

MORTGAGE RECORD, No. 57.

FROM

State of Oklahoma, Tulsa County, ss.

TO

This instrument was filed for record on the 1 day
of Dec A. D. 1929, at 9 o'clock A. M.

Fees, \$

By Seal, H. G. Walker Register of Deeds.
Deputy.

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

THIS INDENTURE, Made this 30th day of November, A. D. 1929, between T. L. Higgins
and wife Lucie Higgins of Tulsa County, in the State of
Oklahoma, of the first part, and Trust of Broken Arrow Lodge # 243, at F. D. M. of Tulsa County, in the State of
Oklahoma, of the second part:

WITNESSETH, That said part 1st of the first part, in consideration of the sum of Two Hundred
and no Dollars (\$ 200.00),
the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said part 2nd of the second part their successors
and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:
Lots 13, 14, 15, 16 and 17 in block # 15 in the incorporated town of Broken Arrow
DOLLARS,

TO HAVE AND TO HOLD THE SAME unto the said part 2nd of the second part their successors 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 T. L. Higgins and wife Lucie Higgins
have this day executed and delivered their certain promissory note in writing to said part 2nd of the second part, described as follows:
Five note for Two Hundred dollars, dated November 30th, 1929 due and is to
payable one year after date, and the interest thereon from date at 8% per
annum, payable and delivered to the Trust of Broken Arrow Lodge # 243
at F. D. M.

Now, if said part 1st of the first part shall pay or cause to be paid to said part 2nd of the second part their successors 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 1st of the second part shall be entitled to the possession
of said premises. And the said part 1st of the first part for said consideration do hereby expressly waive an appraisalment of said real estate and all benefit of the home-
stead exemption and stay laws of the State of Oklahoma.

IN WITNESS WHEREOF, The said part 1st of the first part have hereunto set their hands the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me

M. P. Hancock Notary Public
in and for said County and State on this 30th day of November, 1929, personally appeared
T. L. Higgins and wife Lucie Higgins 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 26th1930

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:

That Seal of Tulsa County,
in the State of Oklahoma, the within-named mortgage in consideration of the sum of 200.00 and no DOLLARS,
to Seal 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 ha hereunto set Seal hand this 30th day of November, 1929.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 1 day of Dec, A. D. 1929, at 9 o'clock A. M. Fee, \$

Register of Deeds.

\$ 200.00 1929

RECEIPT.

Received of Seal the within-named mortgagor the sum of 200.00 and no DOLLARS,
in full satisfaction of the within mortgage.