

## MORTGAGE RECORD, No. 57.

FROM	State of Oklahoma, Tulsa County, ss.
	This instrument was filed for record on the <u>1</u> day
	of <u>Dec</u> A. D. 19 <u>29</u> , at <u>7</u> o'clock <u>A</u> M.
TO	Fees, \$ <u>      </u>
	By <u>Seal</u> <u>H. C. Walker</u> Register of Deeds.
	Deputy.

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

THIS INDENTURE, Made this 30 day of November, A. D. 1929, between Edgar M. Keener of Jessie Keener of Tulsa County, in the State of Oklahoma, of the first part, and Charles Elmore of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1 of the first part, in consideration of One hundred and seventy-five Dollars (\$ 175.00), the receipt of which is hereby acknowledged, do hereby by these presents, grant, bargain, sell and convey unto said part 2 of the second part heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: Lot 1 and 2 in Block 6 in North side addition to the town of Broken Arrow Oklahoma

TO HAVE AND TO HOLD THE SAME unto the said part 2 of the second part heirs and assigns, together with all and singular the tenements, hereditaments and appurtenances therunto belonging, or in anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas said Edgar M. Keener of Jessie Keener of Tulsa County, in the State of Oklahoma, of the first part, described as follows: heirs certain promissory note in writing to said part 2 of the second part, described as follows: Broken Arrow Oklahoma Nov 30th 1929 One hundred and thirty-five Dollars (\$ 135.00) after date without demand, negotiable promissory note or either of us as principals promise to pay to the order of Charles Elmore One hundred and thirty-five Dollars (\$ 135.00) for value (cash and the instant from date at the rate of 10% and signed by Edgar M. Keener and Jessie Keener

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

## STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me Thomas W. Walker Notary Public in and for said County and State on this 30 day of November, 1929, personally appeared Edgar M. Keener and Jessie Keener (his wife) to me known to be the identical person 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 May 19th 1931 Seal Thomas W. Walker

## 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        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        ha        herunto 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        DOLLARS, in full satisfaction of the within mortgage.