

## MORTGAGE RECORD, No. 57.

FROM

TO

COMPARED

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 2 day  
of Dec A. D. 1929, at 11 o'clock A. M.

Fees, \$

By

Deputy.

Register of Deeds.

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

THIS INDENTURE, Made this 2nd day of December, A. D. 1929, between Gen W. Merrill  
of Tulsa County, in the State of  
Oklahoma, of the first part, and Elmira Merrill, his wife of Tulsa County, in the State of  
Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration ofTwenty-eight Dollars (\$28.00),

the receipt of which is hereby acknowledged, do, each by these presents, grant, bargain, sell and convey unto said parties of the second part, their heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:  
Lot 2, Block 2 of the North Side Addition to the City of Tulsa, Oklahoma according to the recorded plat thereof.

DOLLARS.

TO HAVE AND TO HOLD THE SAME unto the said parties of the second part, their 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 parties of the first part, parties of the first part have this day executed and delivered one certain promissory note, in writing to said parties of the second part, described as follows:

One promissory note for the sum of Twenty-eight Dollars, dated Dec 2nd 1929, due 1st day of January, 1930, bearing interest at the rate of 12 percent per annum from and after maturity, said note being signed by Gen W. Merrill and Elmira Merrill, his wife.

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

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me

Vance Graves

Notary Public

in and for said County and State on this 2nd day of December, 1929, personally appeared Gen W. Merrill and Elmira Merrill, his wife, 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 Nov 28 1930.

## ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:

That Gen W. Merrill of Tulsa County, in the State of Oklahoma, the within-named mortgagee, in consideration of the sum of Twenty-eight DOLLARS, to Elmira Merrill, his wife in hand paid, the receipt whereof is hereby acknowledged, do hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto Elmira Merrill, his wife 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, he hereunto set his hand this day of Dec 1929.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 2nd day of December, A. D. 1929, at 11 o'clock A. M. Fee, \$

Register of Deeds.

\$

1929

## RECEIPT.

Received of

Elmira Merrill, his wife the within-named mortgagor, the sum of Twenty-eight DOLLARS, in full satisfaction of the within mortgage.