

## MORTGAGE RECORD, No. 57.

FROM

TO

COMPARED

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 3 day  
of Dec A. D. 1929, at 1 o'clock P. M.

Fees, \$

By

Deputy.

Register of Deeds.

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

THIS INDENTURE, Made this 1st day of December, 1929, between J. F. Ayars, of Tulsa County, in the State of Oklahoma, of the first part, and A. B. Pratt, of Muskogee County, in the State of Oklahoma, of the second part:

WITNESSETH, That said party of the first part, in consideration of Eight hundred seventy one and 34/100 Dollars (\$871.34), the receipt of which is hereby acknowledged, do hereby presents, grant, bargain, sell and convey unto said party of the second part his heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: Block 12 (A) in the Block Addition to the City of Tulsa, Oklahoma, according to the recorded plat thereof.

It is further agreed by the parties herein that in the event this mortgage is foreclosed by legal proceedings they are to pay to mortgagee an additional sum of 10% of the principal amount as an attorney fee.

TO HAVE AND TO HOLD THE SAME unto the said party of the second part his 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 party of the second part, described as follows: which is a promissory note in the sum of \$435.00 each, dated at Tulsa, Oklahoma, December 1st, 1929, payable in and through the Bank of America City Trust Building, interest at 8% from date and further said note is collected by an attorney in legal proceedings, an additional sum of 10% of the amount of the note is to be paid as an attorney fee.

Now, if said party of the first part shall pay or cause to be paid to said party of the second part his heirs or assigns, said sum of money in the above-described note, 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 party of the second part shall be entitled to the possession of said premises. And the said party of the first part for said consideration do hereby expressly waive an appraisal of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma.

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

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, W. H. Bateman, day of December, 1929, personally appeared J. F. Ayars, and to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth. My commission expires June 1, 1931.

## ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS: That A. B. Pratt, of Muskogee County, in the State of Oklahoma, the within-named mortgagee, in consideration of the sum of Eight hundred seventy one and 34/100 Dollars, to him in hand paid, the receipt whereof is hereby acknowledged, do hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto M. A. Webb, his heirs and assigns, the within mortgage deed, the real estate conveyed, and the promissory note 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 her hand this 2nd day of December, 1929. Executed in presence of J. F. Ayars, W. H. Bateman. This assignment was filed for record on the day of A. D. 1929, at o'clock P. M. Fee, \$.

Register of Deeds.

## RECEIPT.

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

State of Oklahoma, Tulsa County, ss. Ayars, me (J. F. Ayars) as Mortgagor, and for legal heirs and assigns, in and to the sum of \$871.34, payable in and through the Bank of America City Trust Building, interest at 8% from date and further said note is collected by an attorney in legal proceedings, an additional sum of 10% of the amount of the note is to be paid as an attorney fee. I, W. H. Bateman, Register of Deeds, do hereby certify that the foregoing instrument was filed for record on the 3 day of December, 1929, at 1 o'clock P. M. and that the same is a true and correct copy of the original as the same appears from the records of the Register of Deeds. W. H. Bateman, Register of Deeds.