

MORTGAGE RECORD, No. 57.

177

FROM

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 30 day of Nov. A. D. 1909, at 3 o'clock P. M.

Fees, \$

By

Deputy.

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

THIS INDENTURE, Made this 30th day of November, A. D. 1909, between Jay Johnson (same person as Johnson) of Tulsa County, in the State of Oklahoma, of the first part, and T. D. Evans of Tulsa County, in the State of Oklahoma, of the second part;

WITNESSETH, That said party of the first part, in consideration of the sum of Fifty Five Dollars (\$55.00), the receipt of which is hereby acknowledged, do by these 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: The northeast quarter of the northeast quarter (N. 1/4 of N. 1/4 of section twenty (20) township twenty (20) north, range thirteen (13) east

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 thereunto belonging, or in anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas said Jay Johnson (same person as Johnson) has this day executed and delivered to said party of the second part, a certain promissory note, in writing to said party of the second part, described as follows: \$55.00 dated November 30th 1909, due and payable before 1 year, with interest at 5% from date. Payable to the order of T. D. Evans. Signed Jay Johnson.

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, 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 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 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 party of the first part has hereunto set his hand the day and year first above written.

Signed in the presence of Frank Johnson.

Jay Johnson

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, the undersigned, Notary Public, in and for said County and State on this 30th day of November, 1909, personally appeared Jay Johnson (same person as Johnson) and T. D. Evans, and they are 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. Witness my hand and official seal the day and year above written. My commission expires April 14, 1913. Signed Edward E. Barrett, Notary Public.

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 his 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.

19.

RECEIPT.

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

For value received, I acknowledge collection and payment in full of the within mortgage, and same is hereby released. Signed and acknowledged before me, T. D. Evans, 16-1909, Register of Deeds.