

MORTGAGE RECORD, No. 57.

FROM

State of Oklahoma, Tulsa County, ss.

TO

This instrument was filed for record on the 15 day of Sept A. D. 1929, 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 15th day of September, A. D. 1929, between John W. Van Horn, husband of Letha Van Horn, of the first part, and Stephen A. Towens, of the second part:

WITNESSETH, That said part of the first part, in consideration of Twelve Hundred

Dollars (\$1200.00),

the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said part of the second part, his heirs and assigns, the following described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

The northerly fifty (50) feet of lot six (6) in Block one hundred fifty nine (159) containing for the separation of the lot and block lines of the townsite from the true meridian in the City of Tulsa, Oklahoma according to the recorded plat thereof more DOLLARS, particularly described as lying to the part of said Block one hundred fifty nine (159) having a portion of 50 feet on the south side of the street and extending easterly of the street a width of 50 feet adjoining the street at a distance of 140 feet to an alley.

TO HAVE AND TO HOLD THE SAME unto the said part 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 John W. Van Horn & Letha Van Horn, his wife, have this day executed and delivered to said part of the second part, described as follows:

Twelve Hundred (\$1200.00) Dollars on or before September fifteenth (15th) 1929 bearing 6% interest from date, payable semi-annually.

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

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, George H. Russell, Notary Public

in and for said County and State on this 15th day of September, 1929, personally appeared John W. Van Horn and Letha Van Horn, 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 August 31st 1931 (Seal) George H. Russell, 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, ha hereunto 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 and DOLLARS,

in full satisfaction of the within mortgage.

For value received, I acknowledge satisfaction and payment in full of the within mortgage, and same is hereby released.

Stephen A. Towens

Signed and acknowledged before me, Sep 3 - 1929

George H. Russell, Notary Public