

MORTGAGE RECORD, No. 57.

FROM	State of Oklahoma, Tulsa County, ss.
	This instrument was filed for record on the <u>4</u> day
	of <u>Dec.</u> A. D. 19 <u>29</u> , at <u>4</u> o'clock <u>P.</u> M.
TO	Fees, \$ <u>Seal</u> <u>H. E. Walkley</u>
	By <u>Seal</u> Deputy.
	Register of Deeds.

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

THIS INDENTURE, Made this 1 day of December, A. D. 1929, between Franklin T. Washburn of Tulsa County, in the State of Oklahoma, of the first part, and Wesley C. Sumpter of Tulsa County, in the State of Oklahoma, of the second part;

WITNESSETH, That said parties of the first part, in consideration of Three thousand (\$3000) Dollars (the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said part of the second part his wife heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: Lot 12, Block 1, Subdivision 1, of the Tulsa City and County Addition to the City of Tulsa, Oklahoma. DOLLARS,

TO HAVE AND TO HOLD THE SAME unto the said part of the second part her 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 Franklin T. Washburn has at this day executed and delivered three certain promissory notes in writing to said part of the second part, described as follows: Each dated Dec. 1, 1929. Each in the principal sum of \$1000. Each payable at the Farmers Nat'l Bk. of Tulsa, Okla. One of said notes is due Dec. 1, 1930. One due Dec. 1, 1931 and the other is due Dec. 1, 1932. Each note bears 6% from date until paid, payable annually. Reasonable attorney fees are to be allowed in the event of foreclosure hereof.

Now, if said part of the first part shall pay or cause to be paid to said part of the second part her heirs or assigns, said sum of money in the above-described notes 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 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 of the first part has hereunto set their hands the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me the undersigned Notary Public in and for said County and State on this 1 day of December, 1929, personally appeared Franklin T. Washburn and Franklin T. Washburn, her husband 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 1/1/30 1930 Seal J. D. Evans Notary Public.

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS: That Wesley C. Sumpter of Tulsa County, in the State of Oklahoma, the within-named mortgagee in consideration of the sum of Three thousand and no DOLLARS, to Franklin T. Washburn in hand paid, the receipt whereof is hereby acknowledged, do hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto Franklin T. Washburn 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 my hand this 1st day of Dec 1929.

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.