

MORTGAGE RECORD, No. 57.

FROM

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 10 day
of Dec, A. D. 1929 at 3:55 o'clock P M.

Fees, \$.....
Shel. *H.B. Wackley.*
 Register of Deeds.

By _____ Deputy.

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

THIS INDENTURE, Made this 10th day of Nov, A. D. 1927, between Fred H. Norcross, a single man of Tulsa County, in the State of Oklahoma, of the first part, and Wittman-Harvey Power Co. of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part.....of the first part, in consideration of.....the sum of Three hundred fifty three
and 25 Dollars &c

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

the said lot, bearing south twenty-five (25) feet of the east-greatest line (12) feet of lots one and two (1, 2) and block seventy-four (74) of the original town of Tulsa, Oklahoma, and more particularly described as follows: Beginning at a point on the southwest boundary line of lot two (2) DOLLARS, seventy-five (75) feet south-easterly from the southwest corner of said lot, thence along said boundary line westerly twenty-five (25) feet, thence at a right angle to said boundary line, and a parallel with the westerly boundary line of lots one and two (1, 2) north-easterly one hundred twenty (120) feet to the north-east line of said lot one (1), thence along said line south-easterly thirty-three (33) feet, thence at a right angle and parallel to the west-north-west line of said lot one and two (1, 2) south-easterly one hundred twenty (120) feet to the place of beginning.

TO HAVE AND TO HOLD THE SAME unto the said part of the second part, 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 expresse condition, that whereas said *Edw. H. Nassau*

ba. this day executed and delivered, Two certain promissory note, in writing to said part, of the second part, described as follows:
One note for \$95.34 dated Dec 10, 1909, due in six months with
interest at 8% from date.

Said mortgage being subject to a first mortgage in
sum of \$3500.⁰⁰ and a second mortgage of \$1750.⁰⁰

Now, if said part 4 of the first part shall pay or cause to be paid to said part 4 of the second part with 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 4 of the second part shall be entitled to the possession of said premises. And the said part 4 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 11 of the first part has hereunto set his hand the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, Ellis Smith Notary Public,
in and for said County and State on this tenth day of December, 1929, personally appeared Frank J. [unclear] and [unclear] to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.
My commission expires 24th day of 1931.
Seal Ellis Smith
[Signature]

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.....

EXECUTED IN PRESENCE OF

This assignment was filed for record on the day of A. D. 19....., at.....
o'clock M. Fee, \$.....

[illegible]

RECEIPT.

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