

## MORTGAGE RECORD, No. 57.

FROM

State of Oklahoma, Tulsa County, ss.

TO

This instrument was filed for record on the 15<sup>th</sup> day of Dec. A. D. 1929, at 3<sup>20</sup> o'clock P. M.

Fees, \$

By

Deputy.

MORTGAGE OF REAL ESTATE.—SAML DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 10788.

THIS INDENTURE, Made this 15<sup>th</sup> day of December, A. D. 1929, between Lammie Hall, of the first part, and John Hall, of the second part, and William Howell, of the second part, of Tulsa County, in the State of Oklahoma, of the first part, and 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 One thousand five hundred and sixty (\$1560.00) 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 heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: all of the southeast quarter of section ten (10) in township sixteen (16) north of range eleven (11) east, except the right of way of the N. W. & O. R. R. Line, 160 acres, more or less.

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 therunto belonging, or in anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas said Lammie Hall has this day executed and delivered three certain promissory notes in writing to said part of the second part, described as follows:

One note for five hundred and sixty dollars (\$560.00) due and payable one year after date;  
One note for five hundred dollars due and payable two years after date;  
One note for five hundred dollars due and payable three years after date; all of said notes are of legal force and effect, and bear interest at the rate of six per cent per annum from date.

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 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 appraisement 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 15<sup>th</sup> day of December, 1929, personally appeared Lammie Hall and John Hall, 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, with my hand and official seal the day and year above written. My commission expires April 4<sup>th</sup>, 1931.

## 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 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.