

MORTGAGE RECORD, No. 57.

FROM

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 21 day
of Dec. A. D. 1929, at 11¹⁰ o'clock a M.

Fees, \$

 R_2

Deputy

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

THIS INDENTURE, Made this 24th day of November, A. D. 1927, between J. M. Shedd
and M. B. Shedd of the first part, and J. W. Holloway of Tulsa County, in the State of
Oklahoma, of the first part, and J. W. Holloway of Tulsa County, in the State of
Oklahoma, of the second part:

WITNESSETH, That said party... of the first part, in consideration of Five hundred twenty five (250) Dollars (\$ 250.00), the receipt of which is hereby acknowledged, do... by these presents, grant, bargain, sell and convey unto said party of the second part him heirs and assigns, the following-described Real Estate situated in Indian County, and State of Oklahoma, to-wit: North half (1/2) of Lot Four (4), Block eleven (11), according to the plat of the original townsite of the City of Tulsa, Oklahoma.

The first parties further agree that in the event this mortgage is foreclosed by law, to pay an additional sum of 19 00/100 as attorney's fee to the trustee acting in said foreclosure proceedings.

TO HAVE AND TO HOLD THE SAME unto the said part of of the second part John 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 Mortyagon
has not this day executed and delivered 13 certain promissory notes in writing to said party of the second part, described as follows:
The said notes being of the same date, made in the sum of twenty-five
Dollars (\$25.00) each, payable and on before the 24th day of each month
beginning with the 24th day of December, 1919, and ending December
the 24th, 1921 to be paid in Full Dollars at the rate of eight per
cent interest per annum; the said notes further provide if the same
are collected by an attorney in legal proceedings, the maker agree to pay
an additional sum of two per cent (2) on the amount of the said
notes as an attorney's fee.

Now, if said part 2 of the first part shall pay or cause to be paid to said part 1 of the second part theirs 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 2 of the second part shall be entitled to the possession of said premises. And the said part 2 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 parties of the first part have hereunto set their hands the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, P. E. Berger, a Notary Public
in and for said County and State on this 24th day of November, 1929, personally appeared
J. W. Small and his wife, A. E. Small, 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 March 16, 1931. Seal P. E. Berger
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.....

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.