

# MORTGAGE RECORD, No. 57.

FROM	State of Oklahoma, Tulsa County, ss.
TO	This instrument was filed for record on the <u>24</u> day of <u>Dec.</u> A. D. 19 <u>27</u> at <u>7<sup>15</sup></u> o'clock <u>2</u> M.
	Fees, \$ <u>46</u> <u>W. C. McKinney</u> Register of Deeds.
	By <u>                    </u> Deputy.

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

THIS INDENTURE, Made this 20th day of November, A. D. 1927, between Henry M. Cady and Lillian Cady his wife, of Tulsa County, in the State of Oklahoma, of the first part, and James Lorton of Crowley County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of seven hundred and fifty Dollars (\$ 750.00 ), the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said party of the second part Lis heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: Lot two (2) in block three (3) in Cady's addition to the City of Tulsa in the County and State aforesaid according to the recorded plat thereof

It is hereby stipulated and agreed upon the part of the mortgagee, that subsequent to one year, or at any time, interest payments thereon, the mortgagee at their election may pay all or any part of said note, by advising the mortgagee in writing of their intention so to do and the amount they intend to pay at least 30 days in said interest payment.

TO HAVE AND TO HOLD THE SAME unto the said party of the second part Lis 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 Henry M. Cady and Lillian Cady have this day executed and delivered and certain promissory note in writing to said party of the second part, described as follows: Tulsa Okla. Nov. 20th 1927 Five years after date of value received of me or either of us I promise to pay to the order of James Lorton, seven hundred and fifty Dollars, at 10% interest, with interest at the rate of ten per cent per annum, payable semi-annually from the 1st day of January 1930 until said interest is paid, when due to become as principal and bear the same rate of interest and in case this note is collected by an attorney or by legal proceedings they agree to pay an additional sum of ten per cent of the amount of this note as attorney fees.

Now, if said party of the first part shall pay or cause to be paid to said party of the second part Lis 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 party of the second part shall be entitled to the possession of said premises. And the said party 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 and parties of the first part hereby stipulate and agree to hold the above equal to the real value of the note in favor of the mortgagee, or his interest as a lien, and the day and year first above written.

## STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me J. R. Clark Notary Public in and for said County and State on this 24th day of November, 1927, personally appeared Henry M. Cady and Lillian Cady they 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 Feb 10th 1933 Seal J. R. Clark Notary Public.

## ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS: That                      of                      County, in the State of Oklahoma, the within-named mortgagee 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                      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.

\$                      19                    

## RECEIPT.

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