

MORTGAGE RECORD, No. 57.

FROM

State of Oklahoma, Tulsa County, ss.

TO

This instrument was filed for record on the 29 day
of Dec A. D. 1909 at 1:50 o'clock P.M.

Fees, \$

By Deputy.

MORTGAGE OF REAL ESTATE—BANK DOWNSWORTH BOOK CO., LEAVENWORTH, KAN. No. 19788.

THIS INDENTURE, Made this 29 day of December, A. D. 1909, between Jay Johnson, a single man of Tulsa County, in the State of Oklahoma, of the first part, and W. E. Brockman of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said party of the first part, in consideration of Fifty Dollars (\$50.00), the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said party of the second part, heirs and assigns, the following described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: All of Lot seven (7) in Block twenty-four (24) lying north of the M. & T. Right of way in the City of Tulsa (Oklahoma) according to the official plat thereof DOLLARS,

TO HAVE AND TO HOLD THE SAME unto the said party 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 express condition, that whereas said Jay Johnson has this day executed and delivered one certain promissory note in writing to said party of the second part, described as follows:

Tulsa, Oklahoma December 20, 1909.
Fifty days after date for value received I promise to pay to W. E. Brockman or order fifty dollars at his office in Tulsa Oklahoma bear interest at the rate of ten per cent per annum from maturity Jay Johnson

Now, if said party of the first part shall pay or cause to be paid to said party of the second part, his 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 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 party of the first part has hereunto set his hand the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, Frank M. Roddy, notary public in and for said County and State on this 29 day of December, 1909, personally appeared Jay Johnson and a single man 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 4-12 1912

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 has hereunto set his hand this day of 1909.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the day of A. D. 1909, at o'clock M. Fee, \$ Register of Deeds.

RECEIPT.

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

For value received, I acknowledge satisfaction and payment in full of the within mortgage, and same is hereby released.

W. E. Brockman

Signed and acknowledged before me 29th 15-1910

Frank M. Roddy, Notary Public