

## MORTGAGE RECORD, No. 57.

FROM

State of Oklahoma, Tulsa County, ss.

COMPARED

TO

This instrument was filed for record on the 16 day of Sep A. D. 1929, at 1 o'clock P. M.

Fees, \$

By

Deputy.

MORTGAGE OF REAL ESTATE.—SAML DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 19785.

THIS INDENTURE, Made this 16 day of September, A. D. 1929, between J. L. Donahoe of Tulsa County, in the State of Oklahoma, of the first part, and J. L. Donahoe & J. L. Donahoe of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part of the first part, in consideration of Fifty Hundred fifty Dollars (\$ 1550.00 ),

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

The northwest quarter of the northwest quarter of the southeast quarter of section eighteen, township twenty north, and range fourteen east of T. 23 N. and the southwest quarter and twelve (12) acre tract of section (3) and all of section DOLLARS, four in section eighteen, township twenty north of range fourteen east of T. 23 N. containing in all fifty seven (57) acres according to the government survey.

TO HAVE AND TO HOLD THE SAME unto the said part of the second part their 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 part of the first part has this day executed and delivered certain promissory note in writing to said part of the second part, described as follows:

\$1550.00 Tulsa Okla. Sep. 16, 1929. One year after date, I promise to pay to the order of J. L. Donahoe and J. L. Donahoe Fifty Hundred fifty Dollars, for value received, with interest at the rate of 5 percent per annum from date, and if they interest be not paid annually to become as principal and bear the same rate of interest. This note is negotiable and payable without application or discount and without any relief or benefit whatever from stay, valuation, appraisement, or otherwise, except as to the principal.

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

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, W. C. Dickerson, Notary Public, in and for said County and State on this 16th day of September, 1929, personally appeared J. L. Donahoe, 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 Feb. 27th 1930 (Seal) W. C. Dickerson, 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 has hereunto set his 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.

## RECEIPT.

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

TREASURER'S ENDORSEMENT

I hereby certify that I received \$7.50 and issued Receipt No. 448 therefor in payment of mortgage tax on this within mortgage.

Dated this 26 day of June 1914

County Treasurer