

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. 1929, at 10:55 o'clock A. M.

Fees, \$

By

Deputy.

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

THIS INDENTURE, Made this 23^d day of December, A. D. 1929, between A. B. Owens of Tulsa County, in the State of Oklahoma, of the first part, and B. Carlin, trustee for the Carlin, Owens & Carlin Trust 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 Seventy hundred & no/100 Dollars (\$70.00), the receipt of which is hereby acknowledged, do hereby 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 City of Tulsa, Tulsa County, and State of Oklahoma, to-wit: The next twenty-five feet of the east fifty feet of lot eight in block eighty-seven original plat and suburbs of City of Tulsa. The same not being the homestead of the first party, subject to a mortgage on said property of the hundred and fifty and no/100 DOLLARS.

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 thereunto belonging, or in anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas said A. B. Owens has this day executed and delivered for certain promissory note in writing to said part of the second part, described as follows: a copy of said note is hereto attached, dated 23^d December 1929, wherein said A. B. Owens promises to pay to the order of B. Carlin, Trustee for the Carlin, Owens & Carlin Trust, Seventy hundred and no/100 Dollars at Tulsa, Oklahoma, Value Secured with interest at the rate of 8 per cent. per annum after maturity.

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 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 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 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, Sam Gillette, Notary Public in and for said County and State on this 23^d day of December, 1929, personally appeared A. B. Owens and he is 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 April 12 - 1930. Seal. Sam Gillette, 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 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.

\$ 19

RECEIPT.

Received of the within-named mortgagor 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.

B. Carlin, Trustee

Signed and acknowledged before me, Nov. 7. 1929.

Notary Public