

MORTGAGE RECORD, No. 57.

FROM

State of Oklahoma, Tulsa County, ss.

TO

This instrument was filed for record on the 30 day
of Dec A. D. 1927 at 9:30 o'clock A. M.
Fees, \$.....

By W. H. Hackett Deputy.

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

THIS INDENTURE, Made this 29th day of December, A. D. 1927, between Lewis R. Lewis and M. F. Lewis his wife of Tulsa County, in the State of Oklahoma, of the first part, and Bert W. Lewis of Adelbert County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1 of the first part, in consideration of Twenty Two hundred twenty five and no/100 Dollars (\$ 2275.00), the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said part 4 of the second part his heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:
All of Lot four (4) in Block two (2) in the Earns addition to the City of Tulsa in said county and State accord- ing to the recorded plat thereof DOLLARS,

TO HAVE AND TO HOLD THE SAME unto the said part 4 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 Lewis R. Lewis has this day executed and delivered and certain promissory note in writing to said part 4 of the second part, described as follows:
For the sum of Twenty Two hundred and no/100 dollars (\$2275.00) payable three (3) years after date at Mellon National Bank, Pittsburg, Pa. with interest at 6% per annum payable quarterly from date. It is understood and agreed by the parties hereto that said note or any part thereof may be paid at any interest period.

Now, if said part 1 of the first part shall pay or cause to be paid to said part 4 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 4 of the second part shall be entitled to the possession of said premises. And the said part 1 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 1 of the first part has hereunto set their hand the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me Alfred T. Fountain a Notary Public in and for said County and State on this 29th day of December, 1927, personally appeared Lewis R. Lewis and M. F. Lewis his wife 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 Dec. 12 - 1911

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 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.