

MORTGAGE RECORD, No. 57.

FROM

State of Oklahoma, Tulsa County, ss.

TO

This instrument was filed for record on the 31 day
of Dec A. D. 1929 at 8:10 o'clock A. M.

Fees, \$

By W. H. Haulakey Deputy.
Register of Deeds

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

THIS INDENTURE, Made this 31 day of December, A. D. 1929, between Albert P. Terrell and Flora A. Terrell, husband and wife of Collinsville, Rogers County, in the State of Oklahoma, of the first part, and J. Middleton of Collinsville, Rogers County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of Nine Hundred and

Dollars (\$ 900),

the receipt of which is hereby acknowledged, do by 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 Tulsa County, and State of Oklahoma, to-wit:

The west one half of the north west quarter of Section Twelve (12) Township Twenty Two (22) Range Twenty Two (22) East containing 8.2 acres more or less, subject to a certain mortgage dated Sept 28th 1928 for \$1000 to J. Middleton Trust

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 Albert P. Terrell and Flora A. Terrell have this day executed and delivered a certain promissory note in writing to said part of the second part, described as follows:

\$900.00 Collinsville Okla. December 31st - 1929
Four months after date or value received we promise to pay to the order of J. Middleton at the office of Middleton Brothers Collinsville Okla. the sum of Nine Hundred and 00/100 dollars with interest thereon at the rate of eight per cent per annum from date until paid
(Signed: Albert P. Terrell and Flora A. Terrell)

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 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 parties of the first part have hereunto set their hand the day and year first above written.

Albert P. Terrell
Flora A. Terrell

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me C. T. McCarthy a Notary Public in and for said County and State on this 30 day of October, 1929, personally appeared Albert P. Terrell and Flora A. Terrell, husband and wife and 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 13 1930

C. T. McCarthy
Notary Public

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:

That Albert P. Terrell and Flora A. Terrell of Tulsa County, in the State of Oklahoma, the within-named mortgage in consideration of the sum of 900 and 00/100 DOLLARS, to J. Middleton in hand paid, the receipt whereof is hereby acknowledged, do hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto his 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 30 day of October 1929.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 31 day of Dec A. D. 1929, at 8:10 o'clock A. M. Fee, \$0.50
Register of Deeds.
W. H. Haulakey
1929

RECEIPT.

Received of J. Middleton the within-named mortgagor the sum of 900 and 00/100 DOLLARS, in full satisfaction of the within mortgage.