

## MORTGAGE RECORD, No. 57.

FROM	State of Oklahoma, Tulsa County, ss.
TO	This instrument was filed for record on the <u>5<sup>th</sup></u> day of <u>Jan</u> , A. D. 19 <u>12</u> , at <u>7<sup>th</sup></u> o'clock <u>P.</u> M.
	Fees, \$ <u>1.00</u>
	By <u>Seal. A.C. Mackley</u> Register of Deeds.
	Deputy.

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

THIS INDENTURE, Made this 4th day of January, A. D. 1912, between B. C. Simmons & Carrie A. Simmons, his wife of Tulsa County, in the State of Oklahoma, of the first part, and The Farmers National Bank of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said party of the first part, in consideration of Twenty Four Hundred Dollars (\$ 2400.00), the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said party of the second part it's heirs and assigns the following described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: North fifty (50) feet of lot five (5) Block one hundred forty (142) of the original townsite of Tulsa, Oklahoma DOLLARS,

TO HAVE AND TO HOLD THE SAME unto the said party of the second part it's 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 parties of the first part as above have this day executed and delivered to certain promissory notes in writing to said party of the second part, described as follows: Note \$1000.00 dated May 5, 1908, due Jan 5, 1910, signed by B. C. Simmons and Carrie A. Simmons, with interest at 8%. Note \$1400.00 dated December 2, 1909, due April 2, 1912, signed by B. C. Simmons, with interest at 8%. Both of the above notes made to the Farmers National Bank of Tulsa, Oklahoma

Now, if said party of the first part shall pay or cause to be paid to said party of the second part it's heirs or assigns, said sum of money in the above-described notes 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 have hereunto set their hand the day and year first above written.

## STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me O. F. Macrae Notary Public in and for said County and State on this 5th day of January, 1912, personally appeared B. C. Simmons and Carrie A. Simmons 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 May 22, 1913.

## ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS: That the of Tulsa County, in the State of Oklahoma, the within-named mortgage in consideration of the sum of 2400.00 DOLLARS, to it's 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 their hand this 5th day of January, 1912.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 5th day of January, A. D. 1912, at 7 o'clock P. M. Fee, \$ 1.00

Register of Deeds.

\$ 1.00

## RECEIPT.

Received of the within-named mortgagor the sum of 2400.00 DOLLARS, in full satisfaction of the within mortgage.