

MORTGAGE RECORD, No. 57.

FROM

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 7 day of Jan. A. D. 1912, at 10 o'clock A. M.

Fees, \$ Seal. H. C. Walker Register of Deeds. By Deputy.

MORTGAGE OF REAL ESTATE.—SAML. DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 10788.

THIS INDENTURE, Made this 1st day of September, A. D. 1912, between A. C. Smith and Frances L. Smith, his wife, of Tulsa County, in the State of Oklahoma, of the first part, and J. C. Brashe of Tulsa County, in the State of Oklahoma, of the second part;

WITNESSETH, That said parties of the first part, in consideration of the sum of Eighteen Hundred (\$1800.00) and 75/100 Dollars (1800.75), the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said party of the second part, his heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: Lot four (4) block number two (2) of the City of Tulsa, Oklahoma, according to the original plat and survey thereon. This mortgage is given subject to another mortgage for \$7000.00 in favor of the Farmers and Merchants Savings and Loan Association of Nevada, Missouri.

TO HAVE AND TO HOLD THE SAME unto the said party 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. C. Smith and Frances L. Smith have on this day executed and delivered and certain promissory note in writing to said party of the second part, described as follows: Three months after date, for value received, A. C. Smith and Frances L. Smith, as principals, promise to pay to the order of the Central National Bank of Tulsa, Oklahoma, Eighteen Hundred (\$1800.00) Dollars, at the Central National Bank of Tulsa, Oklahoma, with interest at ten percent per annum after maturity until paid. The principals, sureties and endorsers, hold themselves severally and jointly bound and liable on said promissory note, and hereby agree that this note may be extended from time to time without notice, and without impairment of any obligations upon the part of any surety, guarantor or endorser thereon.

Now, if said party of the first part shall pay or cause to be paid to said party 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 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 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 parties of the first part have hereunto set their hand the day and year first above written.

A. C. Smith Frances L. Smith

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, Dessie L. Swift, Notary Public in and for said County and State on this 1st day of September, 1912, personally appeared A. C. Smith and Frances L. Smith 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 6th, 1913. Seal. Dessie L. Swift, Notary Public.

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS: That J. C. Brashe of Tulsa County, in the State of Oklahoma, the within-named mortgagee, in consideration of the sum of Eighteen Hundred (\$1800.00) and 75/100 Dollars, to him in hand paid, the receipt whereof is hereby acknowledged, do hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto Mabel F. Johns and the estate of A. C. and Frances L. Smith, dec'd, 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 4th day of January, 1912.

EXECUTED IN PRESENCE OF

J. M. Berry

This assignment was filed for record on the day of A. D. 1912, at o'clock M. Fee, \$

Register of Deeds.

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RECEIPT.

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

State of Oklahoma, Tulsa County at Tulsa, Okla. I hereby certify that this instrument was filed for record in my office on Sep. 1st, 1912, at 10 o'clock A. M. and is duly recorded in record 57, page 20.

Seal. H. C. Walker Register of Deeds.