

MORTGAGE RECORD, No. 57.

FROM

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 11 day
of Jan A. D. 1912, at 11⁴⁵ o'clock A. M.

Fees, \$

By Surf. H.C. Mackley Register of Deeds.
Deputy.

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

THIS INDENTURE, Made this 16th day of December, A. D. 1911, between
J. H. Craig and M. C. Craig of Tulsa County, in the State of
Oklahoma, of the first part, and Clarence Barber, a minor of Tulsa County, in the State of
Oklahoma, of the second part:

WITNESSETH, That said party of the first part, in consideration of the sum of Seven Hundred and forty
nine (\$749.00) Dollars (\$),
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:

Beginning at the northeast corner of lot number 3, Block 1, containing 5 acres
south 13.45 feet, thence running east 3.00 feet, thence running south 14.00 feet,
thence running east 7.00 feet, thence running north 11.00 feet, and
thence running west to the place of beginning, containing 5.26 acres
more or less, all being in Block 1, T. 2 N. R. 1 E.

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 J. H. Craig
has this day executed and delivered and certain promissory note in writing to said party of the second part, described as follows:

Five year note for value received, to me as principal, payable to the order of Clarence
Barber Seven hundred and forty nine dollars with interest at 6 per cent. per annum from date
interest to become and principal when due, and bear the same rate of interest
The maker and endorser of this note hereby severally and jointly presentment for payment
notice of payment, protest and notice of protest and all expenses that may be allowed for
law, and valuation and appraisal and all expenses and all other costs of collection
the other as agent to effect the collection of this note, and if this note should be placed in the hands
of an attorney or collector, and in either of said, agree to pay attorney fee and all other costs of collection.

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 does hereby expressly waive an appraisal of said real estate and all benefit of the home-
stead exemption and stay laws of the State of Oklahoma.

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, John L. Beardon, Notary Public
in and for said County and State on this 16th day of December, 1911, personally appeared
J. H. Craig and M. C. Craig 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 January 13, 1912. Surf. John L. Beardon, Notary Public.

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 Seven Hundred and forty
nine (\$749.00) DOLLARS,
to Clarence Barber, a minor 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 16th day of December, 1911.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 11 day of Jan, A. D. 1912, at 11⁴⁵ o'clock A. M. Fee, \$10.
Register of Deeds.

RECEIPT.

Received of Clarence Barber, a minor the sum of Seven Hundred and forty
nine (\$749.00) DOLLARS,
in full satisfaction of the within mortgage.