

## MORTGAGE RECORD, No. 57.

FROM

TO

COMPALED

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 12th day  
of January, A. D. 1912, at 1 o'clock P. M.  
Fees, \$        

By Seal H. C. Walkley  
Register of Deeds.  
Deputy.

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

THIS INDENTURE, Made this 10th day of January, A. D. 1912, between John S. French  
and Anna L. French of the first part, and Charles W. Smith of the second part,  
Oklahoma, of the second part:

WITNESSETH, That said part 1st of the first part, in consideration of the sum of Five Hundred \$500.00  
and no Dollars (X),  
the receipt of which is hereby acknowledged, do hereby these presents, grant, bargain, sell and convey unto said part 2nd of the second part his heirs and  
assigns, the following-described Real Estate, situated in the County of Tulsa, County, and State of Oklahoma, to-wit:  
all of lots one (1) and two (2) in Block 110 in City of Tulsa,  
Oklahoma, having a frontage of one hundred and seventy feet (170)  
on North Delaware St. Subject to a prior mortgage of \$750.00 DOLLARS,  
on the north forty feet of the south fifty feet of lot one and \$275.00  
and \$275.00 on all of lots one and two Block 110.

TO HAVE AND TO HOLD THE SAME unto the said part 2nd 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 parties of first part  
have this day executed and delivered their certain promissory note in writing to said part 2nd of the second part, described as follows:

of which the following copy —  
Note dated January 10th 1912 and due Jan. 10, 1913 for \$500.00 with  
interest at rate of 12% payable on or before 12th each month commencing Feb. 1, 1912.  
If this mortgage is collected by an attorney or legal proceedings then 10%  
of face of note and \$10.00 attorney's fees to be added.

Now, if said part 1st of the first part shall pay or cause to be paid to said part 2nd 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 2nd of the second part shall be entitled to the possession  
of said premises. And the said part 1st of the first part for said consideration do 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 part 1st of the first part ha se hereunto set seal hand and seal the day and year first above written.

Insurance to be kept in force on the 4 houses  
by parties of first part in favor of party of second  
part to fully cover the 3 houses of \$3700.00

John S. French  
Anna L. French

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, E. A. Robinson Notary Public

and in and for said County and State on this 12th day of January, 1912, personally appeared  
John S. French and Anna L. French, 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. Witness my hand and official seal the day and year above set forth.  
My commission expires Jan. 18, 1912 Seal E. A. Robinson Notary Public

## 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 ha 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.