

## MORTGAGE RECORD, No. 57.

FROM

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 12 day  
of Jan A. D. 1922 at 1 o'clock P M.

Fees, \$ 100.00

## Register of Deeds.

By \_\_\_\_\_ Deputy.

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

THIS INDENTURE, Made this 11th day of January, A. D. 1920, between H. W. Gaffey of Tulsa County, in the State of Oklahoma, of the first part, and Jesse B. Lloyd, Herd of Laura B. Lloyd of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said party of the first part, in consideration of Seven Thousand and no/100 Dollars (\$ 7,000.00), the receipt of which is hereby acknowledged, do hereby 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 13 in Block Fourteen (40) in Belknap's Addition to the City of Tulsa, Oklahoma, according to the official plat and survey thereof. DOLLARS.

TO HAVE AND TO HOLD THE SAME unto the said part 2 of the second part 2221 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 1st E. Corp  
has on this day executed and delivered 2 certain promissory note in writing to said part 2 of the second part, described as follows:

"\$700.00 Taken Oklahoma, January 11, 1902.  
Cred. @ year after death, in order to enable a loan to pay the same. Payable  
immediately on the day of the death, and also to be paid at the time of the death. To the  
nearest at the rate of 10% per annum from date. And further saying agree that  
in this note is not paid interest due to her in cash, and that for  
collection including the per cent for attorney's fees.

Now, if said part 1/4 of the first part shall pay or cause to be paid to said part 1/4 of the second part 2222 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 1/4 of the second part shall be entitled to the possession of said premises. And the said part 1/4 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 part... of the first part ha... hereunto set... hand... the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, Charles Walker, a Notary Public in and for said County and State on this 14th day of June, 1913, personally appeared J. E. Babin and Leah Staffer (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.

My commission expires July 12, 1913. Charles Walker 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.....

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.

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## RECEIPT.

Received of \_\_\_\_\_ the within-named mortgagor, the sum of \_\_\_\_\_ and \_\_\_\_\_ DOLLARS, in full satisfaction of the within mortgage.