

MORTGAGE RECORD, No. 57.

FROM

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 5th day of June, A. D. 1916, at 8 o'clock A. M.Fees, \$

Register of Deeds.

By

Deputy.

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

THIS INDENTURE, Made this 5th day of June, A. D. 1916, between Elija M. Gure of Tulsa County, in the State of Oklahoma, of the first part, and The Bank of Oklahoma of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1st of the first part, in consideration of the sum of four hundred fifty & 32/100 Dollars (\$450.32), the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said party of the second part its heirs and assigns, the following described Real Estate, situated in Town of Bixby, Tulsa County, and State of Oklahoma, to-wit: Lot twenty-three (23) and twenty-four (24) in Block twenty-five (25) of the second addition to the Town of Bixby, according to the survey and plat of said addition. DOLLARS,

TO HAVE AND TO HOLD THE SAME unto the said part 1st of the second part its 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 Elija M. Gure has this day executed and delivered to the said Bank of Oklahoma certain promissory note in writing to said part 1st of the second part, described as follows:

to-wit: A promissory note dated at Tulsa, Oklahoma, June 1st, 1916, for the sum of \$450.32, payable to the order of The Bank of Oklahoma, Bixby, Oklahoma, in two hundred fifty & 32/100 Dollars (\$450.32) with interest at the rate of six percent (6%) per annum, payable in monthly installments of \$15.00, beginning on the 1st day of July, 1916, and continuing until the principal and interest thereon is paid in full. The said note is secured by this mortgage and contains a provision for the payment of the principal and interest thereon in full at the maturity of the same, and a provision for the payment of the principal and interest thereon in full at the maturity of the same, and a provision for the payment of the principal and interest thereon in full at the maturity of the same.

Now, if said part 1st of the first part shall pay or cause to be paid to said part 1st of the second part its 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 1st 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 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 1st of the first part has hereunto set his hand the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me E. J. Smith day of June, 1916, personally appeared Elija M. Gure and Elija M. Gure to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires June 30th 1916.

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 has hereunto set his 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.

\$

RECEIPT.

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