

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 8 o'clock A. M.

Fees, \$

By

Deputy.

MORTGAGE OF REAL ESTATE.—SAML DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 19785.

THIS INDENTURE, Made this 11th day of Dec, A. D. 1911, between
James E. Brown and Sarah M. Brown of Owasso, Tulsa County, in the State of
 Oklahoma, of the first part, and John H. Summers of Owasso County, in the State of
 Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of Fifty Dollars (\$50),
 the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said part of the second part, heirs and
 assigns, the following-described Real Estate, situated in Owasso, Tulsa County, and State of Oklahoma, to-wit:

Lot Two (2) in Block 118 in the town of Owasso, Oklahoma, according
to the recorded plat thereof. DOLLARS,

TO HAVE AND TO HOLD THE SAME unto the said part of the second part, 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 James E. Brown and Sarah M. Brown
 have this day executed and delivered and certain promissory note in writing to said part of the second part, described as follows:
Note dated Owasso, Okla. Dec. 17th 1911, due six months after date, with
six percent interest from date.

Now, if said part of the first part shall pay or cause to be paid to said part of the second part, 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 of the second part shall be entitled to the possession
 of said premises. And the said part 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 of the first part have hereunto set their hands the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me P. F. Fisher Notary Public
 in and for said County and State on this 11th day of Dec, 1911, personally appeared
James E. Brown and S. M. Brown 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 Dec. 17th 1911.

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:
 That James E. Brown and Sarah M. Brown of Owasso County,
 in the State of Oklahoma, the within-named mortgage in consideration of the sum of 50 DOLLARS,
 to John H. Summers 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 11th day of Dec, 1911.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 11th day of Dec, A. D. 1911, at 8 o'clock A. M. Fee, \$

Register of Deeds.

\$

RECEIPT.

Received of John H. Summers the within-named mortgagor the sum of 50 DOLLARS,
 in full satisfaction of the within mortgage.

for value received,
 within mortgage, and
 Signed and acknowledged before me Dec. 11 1911
P. F. Fisher
 Notary of Deeds.