

## MORTGAGE RECORD, No. 57.

FROM \_\_\_\_\_

TO \_\_\_\_\_

COMPARED

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 12 day of Jan, A. D. 1912, at 3 o'clock P.M.

Fees \$ \_\_\_\_\_

By Seaf Deputy.

H. G. Mackley  
Register of Deeds.

MORTGAGE OF REAL ESTATE.—SAML DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 10788.

THIS INDENTURE, Made this tenth day of January, A. D. 1912, between M. H. Buttel and Coral C. Buttel his wife of Tulsa County, in the State of Oklahoma, of the first part, and Annice Taylor Jones of Washington, D. C. County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of Three thousand Dollars (\$ 3,000.00), the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said party of the second part her heirs and assigns, the following described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: The southerly fifty feet of lot 4 block 189 according to the original plat of the City of Tulsa. As approved by the Secretary of the Interior. DOLLARS.

TO HAVE AND TO HOLD THE SAME unto the said party of the second part her 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 M. H. Buttel and Coral C. Buttel have this day executed and delivered their certain promissory note in writing to said party of the second part, described as follows:

One principal note of \$ 3,000.00 due January 10, 1912.  
and interest note of \$ 120.00 due July 10, 1912.  
\$ 120.00 due January 10, 1911.  
\$ 120.00 due July 10, 1911.  
\$ 120.00 due January 10, 1912.

Now, if said party of the first part shall pay or cause to be paid to said party of the second part her heirs or assigns, said sum of money in the above-described notes 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 do hereby expressly waive an appraisal of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma. any expense which may be incurred in spending the title to this property shall be paid by the parties herein mentioned and become part of the debt.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand the day and year first above written.

## STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me Ed C. Gagehall Notary Public  
in and for said County and State on this 10th day of January, 1912, personally appeared M. H. Buttel and Coral C. Buttel 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 May 14, 1911 Seaf

## 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 \_\_\_\_\_ 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.

\$ \_\_\_\_\_

## RECEIPT.

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