

## MORTGAGE RECORD, No. 57.

FROM

State of Oklahoma, Tulsa County, ss.

TO

This instrument was filed for record on the 13 day  
of Jan A. D. 1912, at 9<sup>30</sup> o'clock A.M.

Fees, \$

By

Deputy.

H.C. Walkey.  
Register of Deeds.

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

THIS INDENTURE, Made this 16th day of December, A. D. 1909, between Floyd L. Allender, of the first part, and Mary J. Allender, his wife, of the second part, and the State of Oklahoma, of the first part, and the State of Oklahoma, of the second part;

WITNESSETH, That said parties of the first part, in consideration of the sum of Five Hundred (\$500) Dollars (\$), the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said party of the second part, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: The north and half of lot four (4) in Block four (4) in the City of Tulsa, Oklahoma.

Subject to and certain Mortgage now thereon of \$600 to the Interior State Mortgage Co. with date from Dec. 1, 1909.

TO HAVE AND TO HOLD THE SAME unto the said party 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 Floyd L. Allender, of the first part, has this day executed and delivered to said Mary J. Allender, his wife, of the second part, certain promissory notes in writing to said party of the second part, described as follows: Twelve (12) notes, all dated at Tulsa, Okla., Dec. 16, 1909, each in the sum of \$30, except the last one is \$10. Each note is payable on or before its maturity, and each payable at the Bank of Commercial Trust and Okla. Bank with 8% interest, for which said bank the interest on each note is payable at the maturity of each note. The first note of \$30 is due Dec. 16, 1909, and the note of \$30 is due the 16th of each month following, except the last note is \$10 instead of \$30.

Now, if said party of the first part shall pay or cause to be paid to said party 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 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.

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

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, the undersigned, Notary Public in and for said County and State on this 16 day of December, 1909, personally appeared Floyd L. Allender and Mary J. Allender, 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. I witnessed my hand and official seal the day and year above written. My commission expires Feb. 17, 1911.

## 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.

## RECEIPT.

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