

## MORTGAGE RECORD, No. 57.

FROM

TO

COMPARED

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 14 day of Jan A. D. 1911, at 8 o'clock A. M.

Fees, \$.

Seal.

H. C. Walkley

Register of Deeds.

By Seal. Deputy.

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

THIS INDENTURE, Made this 29th day of December, A. D. 1911, between Ida M. Middleton, Mrs. L. H. Lyndall and John P. Middleton of Tulsa County, in the State of Oklahoma, of the first part, and The Incorporated town of Broken Arrow of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of sum of Twelve hundred & Dollars (\$ 1200), 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 Tulsa County, and State of Oklahoma, to-wit: The entire half of the southeast quarter of section thirty-two and Township Nineteen North, Range fourteen East of the Indian Base and Meridian DOLLARS,

TO HAVE AND TO HOLD THE SAME unto the said party 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 Ida M. Middleton and John P. Middleton have this day executed and delivered and certain promissory note in writing to said party of the second part, described as follows: Broken Arrow Okla. Dec 29th 1911. One five year after date, without demand, notice or protest, well or either of us as principal, promise to pay to the order of the Incorporated town of Broken Arrow, Oklahoma, Twelve hundred dollars for value received, negotiable and payable with interest from date at the rate of six per cent per annum until paid. Payable at the First National Bank of Broken Arrow, Okla. If the interest shall not be paid annually it shall become a part of the principal and bear the same rate of interest. The makers, executors, administrators, assigns, demand, notice and protest, and agree to let the time of payments be executed without our consent from time to time until paid.

Signed

Ida M. Middleton

John P. Middleton

Now, if said parties of the first part shall pay or cause to be paid to said party 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 party of the second part shall be entitled to the possession of said premises. And the said parties of the first part for said consideration do hereby expressly waive an appraisement 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

F. L. Hurd

Notary Public

in and for said County and State on this 29th day of December, 1911, personally appeared Ida M. Middleton and John P. Middleton 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

Jan 21

1911

Seal.

F. L. Hurd

Notary Public

KNOW ALL MEN BY THESE PRESENTS:

That Ida M. Middleton and John P. Middleton of Tulsa County, in the State of Oklahoma, the within-named mortgage in consideration of the sum of 1200 DOLLARS,

to the Incorporated town of Broken Arrow 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 Ida M. Middleton and John P. Middleton hereunto set their hands this 29th day of December, 1911.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 14 day of Jan, A. D. 1911, at 8 o'clock A. M. Fee, \$.

Register of Deeds.

\$

RECEIPT.

Received of

Ida M. Middleton and John P. Middleton the within-named mortgagor, the sum of 1200 DOLLARS, in full satisfaction of the within mortgage.