

## MORTGAGE RECORD, No. 57.

FROM

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 19 day  
of Jan A. D. 1912, at 1 o'clock P. M.

Fee, \$

Register of Deeds.

By W. H. Walker Deputy.

COMPARED

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

THIS INDENTURE, Made this 18 day of January 1912, A. D. 1912, between Lou Brown Williford of the first part, and H. W. Brown of the second part, of the State of Oklahoma, of the first part, and Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part of of the first part, in consideration of the sum of One thousand and no/100 Dollars (\$1000.00), the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said part of of the second part his heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: The east and half of the northwest quarter of section thirty-two Township eighteen north range fourteen east. DOLLARS,

TO HAVE AND TO HOLD THE SAME unto the said part of of the second part his 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 Lou Brown Williford has this day executed and delivered and certain promissory note in writing to said part of of the second part, described as follows: Bearers Arrow Acker Jan 18 1912 are H. W. Brown's 1st 1912 after date, without demand, notice or protest, unless either of us for or as principal, promise to pay to the order of H. W. Brown, Five hundred and no/100 dollars for value received, negotiable and payable with interest from date at the rate of ten per cent per annum until paid. Payable at the First State Bank of Broken Arrow this 1st of the month of April 1912. If the interest is not paid annually it shall become a part of the principal and bear the same rate of interest.

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

Lou Brown Williford  
M. W. Williford

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me A. L. Lane a Notary Public in and for said County and State on this 11th day of January 1912, personally appeared Lou Brown Williford and M. W. Williford 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 March 28 1912. Prof. A. L. Lane Notary Public.

## ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS: That of of County, in the State of Oklahoma, the within-named mortgage in in consideration of the sum of and DOLLARS, to in 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 hand this day day of 19

EXECUTED IN PRESENCE OF

This assignment was filed for record on the day day of A. D. 19, at o'clock M. Fee, \$

Register of Deeds.

\$

19

## RECEIPT.

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