

MORTGAGE RECORD, No. 57.

FROM
TREASURER'S ENDORSEMENT

I hereby certify that I received
\$ 23.50 And issued Receipt No. 522
therefor in payment of mortgage tax on the
within mortgage.

Dated this 15 day of Jan, 1912
Joe L. Thomas
County Treasurer.

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 17 day
of Jan, A. D. 1912, at 1 o'clock P.M.

Fees, \$
Shaf. M. C. Nalkey
Register of Deeds.
By Deputy.

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

THIS INDENTURE, Made this 15 day of January, A. D. 1912, between William S. Fears and Lucy M. Fears of Tulsa County, in the State of Oklahoma, of the first part, and James B. Miller Guardian of Virginia Eldersheim of Tucker County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1st of the first part, in consideration of the sum of Four thousand seven hundred (\$4700.00) Dollars and no/100), the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said part 2d of the second part heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: The northeast half (1/2) of the northwest quarter (1/4) and the southeast quarter (1/4) of the northeast quarter (1/4) and the northwest quarter (1/4) of the northeast quarter (1/4) of section eight (8) township seventeen (17) north range fourteen (14) east, containing 1.60 acres more or less. DOLLARS.

TO HAVE AND TO HOLD THE SAME unto the said part 2d 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 William S. Fears and Lucy M. Fears, his wife have on this day executed and delivered their certain promissory note in writing to said part 2d of the second part, described as follows: Dated Tucker, Okla., January 8, 1912, due five years after date, payable to James B. Miller, Guardian of Virginia Eldersheim, a minor or others, executed for the sum of four thousand seven hundred dollars with interest after date at the rate of 6% per annum until paid, and attorney fees of \$100.00 or if placed in the hands of an attorney for collection, or otherwise proceedings are brought to foreclose this mortgage. It is understood by and between the parties to this mortgage, that the assignee herein shall have the privilege of paying the full amount of this mortgage at any interest paying date, before maturity.

Now, if said part 1st of the first part shall pay or cause to be paid to said part 2d of the second part heirs and 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 2d of the second part shall be entitled to the possession of said premises. And the said part 1st 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 1st of the first part have hereunto set their hand the day and year first above written.

William S. Fears
Lucy M. Fears

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, F. B. Righter, Notary Public
in and for said County and State on this 17 day of January, 1912, personally appeared William S. Fears and Lucy M. Fears, 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 March 15, 1912. Shaf. F. B. Righter
Notary Public

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.

\$ 19

RECEIPT.

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