

## MORTGAGE RECORD, No. 57.

COMPLETED

FROM \_\_\_\_\_

TO \_\_\_\_\_

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 14th day of Sept, A. D. 1929, at 1 o'clock P. M.

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

(Seal) H. C. Walkley Register of Deeds.

By \_\_\_\_\_ Deputy.

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

THIS INDENTURE, Made this 14th day of September, A. D. 1929, between Ostina O. Owens and her husband A. B. Owens of Tulsa County, in the State of Oklahoma, of the first part, and E. J. Hayward of \_\_\_\_\_ County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1st of the first part, in consideration of five thousand Dollars (\$ 5,000.00), the receipt of which is hereby acknowledged, do S. by these presents, grant, bargain, sell and convey unto said part 2d of the second part his heirs and assigns, the following-described Real Estate, situated in \_\_\_\_\_ County, and State of Oklahoma, to-wit: The northerly twenty-five (25) feet of lot seven (7) in Block one hundred and six (100) being parallel with second street and at right angles with Boston Avenue City of Tulsa as shown by the plat of record of the original Government town of Tulsa

TO HAVE AND TO HOLD THE SAME unto the said part 2d 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 mortgage has this day executed and delivered and certain promissory note in writing to said part 2d of the second part, described as follows: Dated Tulsa Oklahoma September 14, 1929 due one year after date payable to the order of E. J. Hayward for five thousand dollars payable at the Central National Bank Tulsa Okla. with interest from date at the rate of eight per cent per annum. signed by mortgagor

Now, if said part 1st of the first part shall pay or cause to be paid to said part 2d 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 1st 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 S. 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 part 1st of the first part ha S. hereunto set their hand the day and year first above written.

Ostina O. Owens  
A. B. Owens

## STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me Arthur Farmer Notary  
in and for said County and State on this 14th day of September, 1929, personally appeared Ostina O. Owens and A. B. Owens who come known to be the identical person 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 29 1930 (Seal) Arthur Farmer 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 ha \_\_\_\_\_ hereunto set \_\_\_\_\_ hand this \_\_\_\_\_ day of \_\_\_\_\_ 1929.

## EXECUTED IN PRESENCE OF

This assignment was filed for record on the \_\_\_\_\_ day of \_\_\_\_\_ A. D. 1929, 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.