

## MORTGAGE RECORD, No. 57.

FROM  
Arthur J. Stone +  
Mina Stone  
TO  
James K. Jones +

**State of Oklahoma, Tulsa County, ss.**

This instrument was filed for record on the 28 day  
of Jan A. D. 1911, at 2<sup>30</sup> o'clock P.M.  
Fees \$

(Seal)

*A. C. Walkley*  
Register of Deeds.

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

MORTGAGE OF REAL ESTATE.—SAM'L DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 19788. 

THIS INDENTURE, Made this 24 day of January, A. D. 1940, between Arthur J. Stone + wife Ming Stone of Tulsa County, in the State of Oklahoma, of the first part, and James R. Jones trustee of Washington D. C. County, in the State of Oklahoma, of the second part:

WITNESSETH, That said party of the first part, in consideration of Three Thousand and Four  
Hundred Dollars (\$ 3,300.00 ),  
the receipt of which is hereby acknowledged, do.....by these presents, grant, bargain, sell and convey unto said party of the second part his heirs and  
assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:  
northerly 1/4 of (50) feet of Lot Seven (7) Block  
One Hundred Eighty Four (162) according to the  
Original Plat of the city of Tulsa as approved DOLLARS,  
by the Secretary of the Interior

TO HAVE AND TO HOLD THE SAME unto the said part 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 Arthur J. Stone & wife Maria  
have this day executed and delivered thus certain promissory note in writing to said part. of of the second part, described as follows:  
One principal note of \$ 35.00 due January 24 - 1912.  
One interest note of \$ 1.40 due July 24 - 1911.  
One " " " " January 24 - 1911.  
" " " " July 24 - 1911.  
" " " " January 24 - 1912.

Now, if said part of the first part shall pay or cause to be paid to said part 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 the second part shall be entitled to the possession of said premises. And the said part 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. with the terms which may be incurred in default matters  
here to me, borrower, shall be become a part of the debt.  
IN WITNESS WHEREOF, The said part of the first part has hereunto set his hand the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, C. D. Casagrande, Notary Public  
in and for said County and State on this 24th day of January, 1910, personally appeared Arthur J. Thomas and Theresa Sore, 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 May 14 1911

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_ of \_\_\_\_\_ County,  
in the State of Oklahoma, the within-named mortgage \_\_\_\_\_ in consideration of the sum of \_\_\_\_\_  
to \_\_\_\_\_ and \_\_\_\_\_ DOLLARS,  
\_\_\_\_\_ 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...

EXECUTED IN PRESENCE OF

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

[illegible]

## RECEIPT.

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