

## MORTGAGE RECORD, No. 57.

FROM

State of Oklahoma, Tulsa County, ss.

TO

This instrument was filed for record on the 9 day  
of Sept A. D. 1929, at 9:45 o'clock A. M.

Fees, \$

By

Deputy.

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

THIS INDENTURE, Made this 20th day of August, A. D. 1929, between James M. Baum  
my wife Viola M. Baum, his wife of Tulsa County, in the State of  
Oklahoma, of the first part, and Wm. C. Dietrich of Carroll County, in the State of  
Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of Four hundred forty seven and 7/8  
Dollars (\$ 447.75),  
the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said parties of the second part, their heirs and  
assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:  
all of lot ten (10) Block two (2) in the George B. Ferguson addition  
to the City of Tulsa, Oklahoma, according to the recorded plat  
of said addition DOLLARS,

TO HAVE AND TO HOLD THE SAME unto the said parties of the second part, their 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 James M. Baum  
has this day executed and delivered 3 certain promissory notes in writing to said parties of the second part, described as follows:

Dated Aug. 20, 1929, in the sum of \$100.00 to \$5.00 and \$5.00 and  
payable respectively in one, two and three years after date, with 7% interest.

It is stipulated and agreed that in case mortgage is required  
to foreclose this mortgage that a reasonable fee may be taken against  
said property together with other court costs, in favor of plaintiff  
attorney.

Now, if said parties of the first part shall pay or cause to be paid to said parties of the second part, their heirs or assigns, said sum of money in the above-  
described notes 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 parties 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 appraisal of said real estate and all benefit of the home-  
stead 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, R. E. Berger Notary Public  
in and for said County and State on this 21st day of August, 1929, personally appeared  
James M. Baum and Viola M. Baum 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 11, 1931 (Seal) R. E. Berger Notary Public.

## ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:

That parties of the first part, in consideration of the sum of Four hundred forty seven and 7/8 Dollars,  
in the State of Oklahoma, the within-named mortgage, and DOLLARS,  
to parties of the second part, 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, parties of the second part, have hereunto set their hands this 21st day of August, 1929.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 21st day of August, A. D. 1929, at 9:45 o'clock A. M. Fee, \$

Register of Deeds.

\$ 1.00 1929

## RECEIPT.

Received of James M. Baum and Viola M. Baum the within-named mortgagor, the sum of  
Four hundred forty seven and 7/8 Dollars,  
in full satisfaction of the within mortgage.