

## MORTGAGE RECORD, No. 57.

FROM

State of Oklahoma, Tulsa County, ss.

COMPARED

TO

This instrument was filed for record on the 29 day  
of Jan A. D. 1912, at 10 o'clock A. M.

Fees, \$

(Seal)

H. C. Halkley

Register of Deeds.

By

Deputy.

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

THIS INDENTURE, Made this 29<sup>th</sup> day of January, A. D. 1912, between  
G. J. Brackney, a single man, of Tulsa County, in the State of  
Oklahoma, of the first part, and B. L. Pettus, of Missouri County, in the State of  
Oklahoma, of the second part:

WITNESSETH, That said party of the first part, in consideration of three Hundred Dollars (\$300), the receipt of which is hereby acknowledged, do hereby these presents, grant, bargain, sell and convey unto said party of the second part, heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:  
An undivided one-half (1/2) interest in a plot of ground commencing at the North East corner of Lot (6) in Block one of the first of said (134) surrounding thereon a DOLLARS, south easterly direction along the alley in said block seventy-five (75) feet to a stake there is a south westerly direction thereon (25) feet to a stake, thence in a north westerly direction seventy-five (75) feet to a stake, in the right of said street, thence in a north easterly direction along said street for seventy-five (75) feet to the point beginning, said lot being seventy-five (75) feet by seventy-five (75) feet, TO HAVE AND TO HOLD THE SAME unto the said party of the second part, heirs and assigns, together with all and singular the tenements, hereditaments and appurtenances therunto belonging, or in anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas said G. J. Brackney has on this day executed and delivered his certain promissory note in writing to said party of the second part, described as follows:

Dated January 29, 1912 due one year after date  
Amount of three hundred dollars rate of  
interest 10%.

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

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, B. L. Pettus, Notary Public  
in and for said County and State on this 29 day of January 1912, personally appeared G. J. Brackney and to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires Sept. 12 1912

(Seal)

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 has hereunto set his hand this day of 1912

EXECUTED IN PRESENCE OF

This assignment was filed for record on the day of A. D. 1912, 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.