

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 2:40 o'clock P. M.

Fees, \$

(Seal)

H. C. Walkley

Register of Deeds.

By Deputy.

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

THIS INDENTURE, Made this 29th day of January, A. D. 1912, between Sarah Walls & Anthony Walls of Tulsa County, in the State of Oklahoma, of the first part, and Matt Bridgman of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of Forty dollars in hand paid Dollars (\$40.00), 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: South east quarter (S.E. 1/4) of South west quarter (S.W. 1/4) of South east quarter (S.E. 1/4) of Section Eight (8) Township Twenty (20) North Range Thirteen (13) East 1/2 acres of land valued one hundred dollars.

TO HAVE AND TO HOLD THE SAME unto the said party 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 parties have this day executed and delivered a certain promissory note in writing to said party of the second part, described as follows: Nov. 15 1910 after date for value received we or either of us promise to pay to the order of Matt Bridgman Forty dollars at his house with interest at the rate of 5 percent per annum payable annually from date of maturity until paid and the interest if not paid when due to become a principal and bear the same rate of interest as principal

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 appraisement 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 have hereunto set their hand, the day and year first above written, witnesses to Mark A. J. Varyant S. H. Miller Sarah Walls mark Anthony Walls

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me M. J. Lynch Notary Public in and for said County and State on this 29 day of January, 1912, personally appeared Sarah Walls and Anthony Walls to me 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 July 27 1912 M. J. Lynch Notary Public (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 ha 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.