

MORTGAGE RECORD, No. 57.

FROM

State of Oklahoma, Tulsa County, ss.

COMPARED

TO

This instrument was filed for record on the 22nd day of Jan A. D. 1910, at 4 o'clock P. M.

Fee, \$

SealH. C. Walkley

Register of Deeds.

By

Deputy.

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

THIS INDENTURE, Made this 22nd day of January, A. D. 1910, between John H. Lee & Etia Bell M. Lee his wife of Tulsa County, in the State of Oklahoma, of the first part, and Law R. Stansbury of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of Two Hundred and fifty 00 Dollars (\$250.00), 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 the County of Tulsa County, and State of Oklahoma, to-wit: Commencing thirty (30) feet west and two hundred and two (202) feet south of the northeast corner of the southwest quarter of the southwest quarter of section twelve township nineteen (19) north range twelve (12) east, thence running south one hundred feet, thence west forty (40) feet, and one half (1/2) foot (22 1/2) it ends north one hundred feet, thence east forty feet and one half (1/2) foot (22 1/2) to the place of beginning, the same being a part of Lots five and six in Block one in the Shew Addition to the City of Tulsa according to the recorded plat thereof.

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 John H. Lee & Etia Bell M. Lee have on this day executed and delivered a certain promissory note in writing to said party of the second part, described as follows: of which the following is a copy: One note dated Jan 22 1910 for \$250.00 Due Oct 22 1910 with Int from date at 8% per annum

Now, if said parties 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 parties 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 parties of the first part have hereunto set and seal hand the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, Robert E. Lynch Notary Public in and for said County and State on this 22nd day of January, 1910, personally appeared John H. Lee and Etia Bell M. Lee 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. Witness my hand and Notary Public Seal My commission expires July 1910 1910.

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:

That Law R. Stansbury of Tulsa County, in the State of Oklahoma, the within-named mortgagee in consideration of the sum of 250.00 DOLLARS, to John H. Lee & Etia Bell M. Lee 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 Law R. Stansbury hereunto set and hand this 22 day of January 1910.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 22 day of January, A. D. 1910, at 4 o'clock P. M. Fee, \$ 1.00

Register of Deeds.

1910

RECEIPT.

Received of Law R. Stansbury the within-named mortgagee the sum of 250.00 DOLLARS, in full satisfaction of the within mortgage.