

MORTGAGE RECORD, No. 57.

FROM

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 28 day
of Jan A. D. 1912, at 8 o'clock AM.

Fees, \$

By

Deputy.

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

THIS INDENTURE, Made this 24th day of January, A. D. 1912, between Jessima Kinney
and B. O. Kinney, her husband of Adair, Tulsa County, in the State of
Oklahoma, of the first part, and J. M. Tenney of Adair, 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 four hundred ninety-five
Dollars (\$495.00),
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:
All of lots three and four (3 and 4) in block eighteen (18) in the incorporated
town of Adair, Okla. according to the Government survey thereof. 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 Jessima Kinney
has this day executed and delivered two certain promissory notes in writing to said party of the second part, described as follows:
One note dated January 24th 1912 for one hundred ninety-five dollars (\$195.00)
payable January 24th 1913 at the First National Bank of Adair, Okla. with
interest at the rate of 6% per annum from date thereof. One note for three hundred
dated January 24th 1912 payable January 24th 1913 at the First National
Bank of Adair, Okla. with interest from date thereof.

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 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 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 appraisalment 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 party of the first part has hereunto set their hand the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, John W. Beck, Jr. Justice of the Peace
in and for said County and State on this 24th day of January, 1912, personally appeared
Jessima Kinney and B. O. Kinney, her husband 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 1912

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:
That the within named mortgage of Adair County,
in the State of Oklahoma, the within-named mortgage in consideration of the sum of four hundred ninety-five DOLLARS,
to the within named mortgagee 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 24th day of January, 1912.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 28th day of Jan, A. D. 1912, at 8 o'clock AM. Fee, \$

Register of Deeds.

RECEIPT.

Received of Jessima Kinney and B. O. Kinney, her husband the within-named mortgagor the sum of
four hundred ninety-five DOLLARS,
in full satisfaction of the within mortgage.