

MORTGAGE RECORD, No. 57.

FROM

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 2 day
of Feb A. D. 1912, at 4 o'clock P. M.

Fees, \$.....

Register of Deeds.

By..... Deputy.

MORTGAGE OF REAL ESTATE.—SAML DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 10788.

THIS INDENTURE, Made this 1st day of February, A. D. 1912, between W. O. Dickinson and S. R. Lewis of Tulsa County, in the State of Oklahoma, of the first part, and Laura B. Walden, Mary J. Walden + Robert Walden of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1st of the first part, in consideration of Eleven Hundred Eighty-one and 10/100 Dollars (\$1181.18), the receipt of which is hereby acknowledged, do..... by these presents, grant, bargain, sell and convey unto said part 2nd of the second part his heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

The Southwest quarter of the Southeast quarter and the South One half of the North West quarter of the Southeast quarter and the North West quarter of the North West quarter of the South-east quarter of Section One (1) Township Tw but (20) North Range Twelve (12) East containing Seventy (70) Acres more or less and which premises are not used or occupied by either of the mortgagors herein as a homestead.

TO HAVE AND TO HOLD THE SAME unto the said part 2nd 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 ha ve this day executed and delivered One certain promissory note in writing to said part 2nd of the second part, described as follows:

Dated February 1st 1912, for the sum of \$1181.18 Due May 11-1913 bearing interest at the rate of six per cent per annum from October 30 1909 payable at the Bank of Commerce Tulsa Oklahoma, providing for the payment of Attorney fees, Court Costs and all other expenses incurred in collecting said note or interest or any part thereof.

Now, if said part 1st of the first part shall pay or cause to be paid to said part 2nd 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 part 2nd of the second part shall be entitled to the possession of said premises. And the said part 1st of the first part for said consideration do..... hereby expressly waive an appraisalment of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma.

IN WITNESS WHEREOF, The said part 1st of the first part ha ve hereunto set their hand this day and year first above written.

W. O. DickinsonS. R. Lewis

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, W. L. Miller Notary Public

in and for said County and State on this 1st day of February, 1912, personally appeared W. O. Dickinson and S. R. Lewis 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 Jan 21-1914

19..... (Seal)

W. L. Miller Notary Public

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.