

MORTGAGE RECORD, No. 57.

FROM

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 23 day
of Sept A. D. 1929, at 8 o'clock PM.

Fees, \$

By

Deputy.

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

THIS INDENTURE, Made this 22 day of September, A. D. 1929, between Marion M. Oswald, & Mary E. Oswald, his wife of Jenks, Tulsa County, in the State of Oklahoma, of the first part, and Bank of Jenks of Jenks, Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of Four hundred twenty four (\$424.00) Dollars (\$ 424.00), the receipt of which is hereby acknowledged, do hereby these presents, grant, bargain, sell and convey unto said party of the second part their heirs and assigns, the following described Real Estate, situated in Tulsa County County, and State of Oklahoma, to-wit: The southeast quarter of the southeast quarter of Section eighteen (18 township) seventeen (17 range) thirteen (13) east of the Indian Base and Meridian, Tulsa County, Oklahoma, according to the United States Survey thereof. DOLLARS,

TO HAVE AND TO HOLD THE SAME unto the said party of the second part their 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 Marion M. Oswald, & Mary E. Oswald, his wife have this day executed and delivered a certain promissory note in writing to said party of the second part, described as follows:

Jenks, Oklahoma, September 22, 1929. Six months after date hereon or either of us, each as principal, promise to pay to the order of Bank of Jenks, Four hundred twenty four dollars (\$424.00). For value received, negotiable and payable at Bank of Jenks, Jenks, Oklahoma, with interest at the per cent per annum from maturity until paid. The makers, signers and endorser, each severally make presentation for payment, notice of non payment, protest, and notice and further consent to any renewal or extension without further notice. Due March 22, 1930. Post Office, Jenks, Oklahoma. Marion M. Oswald, Mary E. Oswald, his wife.

Now, if said party of the first part shall pay or cause to be paid to said party of the second part their 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 their hands the day and year first above written.

Marion M. Oswald,
Mary E. Oswald,

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, Herchel P. Hamilton, Notary Public in and for said County and State on this 22 day of September, 1929, personally appeared Marion M. Oswald and Mary E. Oswald, his wife 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 April 5 1930 (Seal) Herchel P. Hamilton Notary Public

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS: That Bank of Jenks of Jenks, Tulsa County, in the State of Oklahoma, the within-named mortgagee in consideration of the sum of Four hundred twenty four (\$424.00) DOLLARS, to Marion M. Oswald, & Mary E. Oswald, his wife in hand paid, the receipt whereof is hereby acknowledged, do hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto their 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 hand this 22 day of September 1929.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 23 day of Sept A. D. 1929, at 8 o'clock PM. Fee, \$

Register of Deeds.

\$

RECEIPT.

Received of Bank of Jenks the within-named mortgagee the sum of Four hundred twenty four (\$424.00) DOLLARS, in full satisfaction of the within mortgage.