

## MORTGAGE RECORD, No. 57.

FROM

State of Oklahoma, Tulsa County, ss.

COMPARED

TO

This instrument was filed for record on the 22 day of Jan A. D. 1913, at 1:02 o'clock P. M.

Fees, \$

By Seal Deputy.H. H. Arkley  
Register of Deeds.

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

THIS INDENTURE, Made this 3rd day of January, 1913, between Alice M. Smith & H. A. Smith her husband of Tulsa County, in the State of Oklahoma, of the first part, and E. W. Meacham 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 twenty five and 00/100 Dollars (\$225.00), the receipt of which is hereby acknowledged, do hereby 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, State of Oklahoma, to-wit: Part of lot number two (2) in block number two (2) in the town of North Tulsa, Oklahoma, more particularly described as follows: Beginning at a point on the easterly line of lot number two (2) in said block, a distance of twenty (20) feet northward from the southerly corner of said lot; thence running in a northerly direction along the easterly line of said lot number two (2) a distance of fifty (50) feet; thence running in a westerly direction parallel with the southerly line of said lot number two (2) a distance of one hundred and forty (140) feet to an alley; thence northerly along the easterly line of said alley fifty (50) feet; thence in an easterly direction and parallel with the southerly line of lot.

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 Alice M. Smith & H. A. Smith her husband have this day executed and delivered to the certain promissory note in writing to said party of the second part, described as follows: of which the following is a copy:

One Principal note of \$225.00 Due January 3rd 1911

This mortgage is made subject to a mortgage of \$500.00 Dated December 20th, 1909, to the Farm and Home Loan Association of Missouri

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 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 and seals the day and year first above written.

Alice M. Smith  
H. A. Smith

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, C. R. Adams, a Notary Public with in and for said County and State on this 3rd day of January, 1913, personally appeared Alice M. Smith and H. A. Smith, her husband 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. Witness my hand and Notarial seal this 3rd day of January, 1913. My commission expires May 22-1913. (Seal) C. R. Adams Notary Public

## ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_ of \_\_\_\_\_ County, in the State of Oklahoma, the within-named mortgagee, 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 has 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.

\* Number two (2) a distance of one hundred forty (140) feet to the Place of Beginning according to the Government Plat and Survey thereof