

MORTGAGE RECORD, No. 57.

FROM

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 23rd day of Sept, A. D. 1929, at 12 o'clock P. M.

Fees, \$

By

Deputy.

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

THIS INDENTURE, Made this 23rd day of September, A. D. 1929, between

E. J. Johnson and Ida Johnson his wife of Tulsa County, in the State of
Oklahoma, of the first part, and Charles Laura Fraser of Tulsa County, in the State of
Oklahoma, of the second part:

WITNESSETH, That said part y of the first part, in consideration of

Ninety-five and no/100 Dollars (\$ 95.00),
 the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said part y of the second part her heirs and
 assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

Lot 10 (Q) and ten (10) in the morning side adjoining to the city
of Tulsa, Oklahoma, according to the recorded plat thereof. DOLLARS
It is further agreed between the parties that in event
the first party default in paying the aforesaid sum, at the time herein
after mentioned, and this mortgage must and he foreclosed, the first parties
agree to pay an additional sum of \$3.00 for attorney fees.

TO HAVE AND TO HOLD THE SAME unto the said part y of the second part her 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 mortgage
 has been this day executed and delivered me certain promissory note in writing to said part y of the second part, described as follows:

\$95.00
Tulsa Okla. Sept 23, 1929.
For value received, I, Charles Laura Fraser, promise to pay to the order
of E. J. Johnson and Ida Johnson, Ninety-five and no/100 Dollars at First National Bank, Tulsa,
Okla. with the interest at the rate of 10% per annum, payable annually from
maturity until paid. The interest if not paid will accrue to the bank as
provided and after the same rate of interest and no case this note is
collected by an attorney by legal proceedings, we agree to pay an
additional sum of \$3.00 (add the amount of this note as attorney fees)
due

Now, if said part y of the first part shall pay or cause to be paid to said part y of the second part their heirs or assigns, said sum of money in the above-
 described note, 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 y of the second part shall be entitled to the possession
 of said premises. And the said part y 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 part y of the first part have hereunto set their hand the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me

R. E. Berger
 in and for said County and State on this 23rd day of September, 1929, personally appeared
E. J. Johnson and Ida Johnson 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.

My commission expires March 11, 1931, 1931, (Seal) R. E. Berger
Notary Public

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:
 That Charles Laura Fraser of Tulsa County,
 in the State of Oklahoma, the within-named mortgage in consideration of the sum of 95.00 and 3.00 DOLLARS,
 to E. J. Johnson and Ida Johnson 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 her hand this 23rd day of September, 1929.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 23rd day of September, A. D. 1929, at 12 o'clock P. M. Fee, \$ 0.00

Register of Deeds.

19

RECEIPT.

Received of E. J. Johnson and Ida Johnson the within-named mortgagor the sum of 95.00 and 3.00 DOLLARS,
 in full satisfaction of the within mortgage.