

MORTGAGE RECORD, No. 57.

COMPARED

FROM

TO

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 24 day of Feb A. D. 1913, at 10³⁰ o'clock A M.

Fees, \$

Sec. H.C. Malkey
Register of Deeds.

By _____ Deputy.

MORTGAGE OF REAL ESTATE.—SAML DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 19755.

THIS INDENTURE, Made this 21st day of February, A. D. 1913, between Maud C. Linscott of Tulsa County, in the State of Oklahoma, of the first part, and J. F. Patrick of Tulsa County, in the State of Oklahoma, of the second part:

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

Fifty and no/100 Dollars (\$ 50.00), the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said part of of the second part his heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

Lot six (6) in block twenty-eight (28) in West Tulsa Platted according to the official plat and survey thereof.

DOLLARS,

TO HAVE AND TO HOLD THE SAME unto the said part of 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 Maud C. Linscott has on this day executed and delivered at certain promissory note in writing to said part of of the second part, described as follows:

Forty days after date, for value received, I promise to pay to the order of J. F. Patrick, fifty dollars, with interest at the rate of five per cent per annum, payable semi-annually commencing on the date of this note, and interest to be paid when due, to be paid as principal, and bear the same rate of interest, and in case this note is collected by an attorney or by legal process, I agree to pay an additional sum of ten per cent on the amount of this note as attorney's fees.

Now, if said part of of the first part shall pay or cause to be paid to said part of 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 of of the second part shall be entitled to the possession of said premises. And the said part of 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 of of the first part has hereunto set hand the day and year first above written.

Maud C. Linscott

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me the undersigned

in and for said County and State on this 21st day of February, 1913, personally appeared Maud C. Linscott and she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires June 151913

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 _____ 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 _____

EXECUTED IN PRESENCE OF

This assignment was filed for record on the _____ day of _____ A. D. 1913, at _____

M. Fee, \$ _____

Register of Deeds.

1913

RECEIPT.

Received of _____

the within-named mortgagor _____ the sum of _____ and _____ DOLLARS,

in full satisfaction of the within mortgage.

For value received, I acknowledge satisfaction and payment in full of the within mortgage, and same is hereby released.

Signed and acknowledged before me April 27-1910

Register of Deeds.