

MORTGAGE RECORD, No. 57.

COMPARED

FROM

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 24 day of Feb. A. D. 1912, at 2 o'clock P. M.

Fees, \$... M. G. Walkey, Register of Deeds.

By... Deputy.

MORTGAGE OF REAL ESTATE.—SAML DOWSWORTH BOOK CO., LEAVENWORTH, KAN. No. 19728.

THIS INDENTURE, Made this 17th day of February, A. D. 1912, between George W. Merrell and Elvira Merrell his wife of Tulsa County, in the State of Oklahoma, of the first part, and M. G. Brockman of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of One Hundred Dollars (\$100.00), the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said parties of the second part, their heirs and assigns, the following described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: All of lot number six (6) in Block number two (2) of North side addition to the City of Tulsa (Oklahoma), according to the recorded plat thereof.

TO HAVE AND TO HOLD THE SAME unto the said parties 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 George W. Merrell and Elvira Merrell have this day executed and delivered, and certain promissory note, in writing to said parties of the second part, described as follows: \$100.00 Tulsa, Oklahoma, February 17, 1912. Pay August 17, 1912 after date we promise to pay, to the order of M. G. Brockman One Hundred Dollars, at five percent (5%) per annum, to said parties of the second part, at the rate of ten percent (10%) per annum from date.

Now, if said parties of the first part shall pay or cause to be paid to said parties 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 parties 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 appraisement 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 hand the day and year first above written.

George W. Merrell, Elvira Merrell.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, M. L. Lynch, Notary Public in and for said County and State on this 17th day of February, 1912, personally appeared George W. Merrell and Elvira Merrell 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 July 27, 1912.

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...

EXECUTED IN PRESENCE OF

This assignment was filed for record on the... day of... A. D. 1912, at... o'clock... M. Fee, \$... Register of Deeds.

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 August 16, 1912. M. G. Brockman, Register of Deeds.