

MORTGAGE RECORD, No. 57.

FROM

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 28 day
of Feb A. D. 1912, at 1 o'clock P.M.

Fees, \$.

SealyW. H. Halkley

Register of Deeds.

By Sealy Deputy.

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

THIS INDENTURE, Made this 25th day of February, A. D. 1912, between
L. Francisco of Tulsa County, in the State of
Oklahoma, of the first part, and the McRuhan and Dalton of Tulsa County, in the State of
Oklahoma, of the second part:

WITNESSETH, That said part 1 of the first part, in consideration of the sum of
Eight hundred Eighty \$ Dollars (\$ 880),
the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said part 2 of the second part their heirs and
assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:
Lot number nine, Ten, Eleven and Twelve in Block number
Twenty-two in the town of Broken Arrow DOLLARS,

TO HAVE AND TO HOLD THE SAME unto the said part 2 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 L. Francisco
has this day executed and delivered two certain promissory notes in writing to said part 2 of the second part, described as follows:
One note for \$440⁰⁰ due six months after date, One
note for \$440⁰⁰ due six months after date, dated Broken Arrow
Oklahoma, Feb. 25, 1912, with interest from date at the rate of 10 per
cent per annum payable at the First National Bank of Broken Arrow

Now, if said part 1 of the first part shall pay or cause to be paid to said part 2 of the second part their heirs or assigns, said sum of money in the above-
described notes 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 2 of the second part shall be entitled to the possession
of said premises. And the said part 1 of the first part for said consideration do hereby expressly waive an appraisal 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 1 of the first part has hereunto set his hand the day and year first above written.

L. Francisco

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, T. S. Hurd Notary Public
in and for said County and State on this 25th day of February, 1912, personally appeared
L. Francisco and Se to me known to be the identical person who executed
the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for
the uses and purposes therein set forth.
My commission expires Jan. 21 1911 Seal T. S. Hurd Notary Public

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:
That Se of Tulsa County,
in the State of Oklahoma, the within-named mortgage in consideration of the sum of 880 DOLLARS,
to Se 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 his hand this 25th day of Feb 1912.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 28 day of Feb, A. D. 1912, at 1 o'clock P.M. Fee, \$.

Register of Deeds.

\$ 880 1912

RECEIPT.

Received of Se the within-named mortgagor the sum of
880 DOLLARS,
in full satisfaction of the within mortgage.