

# MORTGAGE RECORD, No. 57.

COMPAIRED

FROM

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 24th day of Sept A. D. 1924, at 4 o'clock P.M.

Fees, \$...

H. G. Walker  
Register of Deeds.

By (Seal) Deputy.

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

THIS INDENTURE, Made this 18 day of Dec, A. D. 1924, between Guy Harper of Tulsa County, in the State of Oklahoma, of the first part, and J. B. Woodbury of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part of the first part, in consideration of four hundred Dollars (\$ 4.00), the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said part of the second part, heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: all of lots seven and eight in block eighteen in Queens addition. DOLLARS,

TO HAVE AND TO HOLD THE SAME unto the said part of the second part, 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 Guy Harper has this day executed and delivered a certain promissory note in writing to said part of the second part, described as follows:

Tulsa Okla Dec 18 1924  
90 days after date I promise to pay  
J. B. Woodbury four hundred and 00/100  
at the rate of 8 per cent per annum from maturity

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

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me H. A. Carnes Notary Public in and for said County and State on this 18 day of Dec, 1924, personally appeared Guy Harper and J. B. Woodbury 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 Dec 14 1924 (Seal) H. A. Carnes Notary Public.

## ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS: That the within-named mortgage of the within-named mortgage County, in the State of Oklahoma, the within-named mortgage in consideration of the sum of four hundred and 00/100 DOLLARS, to the within-named mortgage 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 18 day of Dec 1924.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 18 day of Dec A. D. 1924, at 4 o'clock P.M. Fee, \$... Register of Deeds. 1924

## RECEIPT.

Received of Guy Harper the within-named mortgagor the sum of four hundred and 00/100 DOLLARS, in full satisfaction of the within mortgage.