

MORTGAGE RECORD, No. 57.

COMPARED

FROM

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 3 day of March A. D. 1914, at 4⁴⁵ o'clock P. M.

Fees, \$

SealH. E. Hukley

Register of Deeds.

By Seal Deputy.

MORTGAGE OF REAL ESTATE.—SAML. BODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 10788.

THIS INDENTURE, Made this 3 day of March, A. D. 1914, between Emma H. Hanlin and C. E. Hanlin her husband Tulsa County, in the State of Oklahoma, of the first part, and T. D. Evans of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1 of the first part, in consideration of One hundred & Twenty-five Dollars (\$ 125.00), the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said part 4 of the second part his heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: The Southeast quarter of the Northeast quarter of the Southeast quarter and the Southwest quarter of the Southeast quarter of Section 24, Twp. 21 North and Range 12 East, S.E. 1/4, S.W. 1/4, S.E. 1/4, S.W. 1/4, 24-21-12N. DOLLARS, sub. to first mtg. even date for \$125.00

TO HAVE AND TO HOLD THE SAME unto the said part 4 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 Emma H. Hanlin & C. E. Hanlin wife & husband have this day executed and delivered their certain promissory note in writing to said part 4 of the second part, described as follows:

Dated March 3rd 1914 Principal \$125.00 due on or before Nov 1st 1914 Payable at Marshalltown State Bank Marshalltown, Iowa
Copy after date signed by Emma H. Hanlin & C. E. Hanlin

Reasonable attorney fees if not paid when due, if suit is commenced

Now, if said part 1 of the first part shall pay or cause to be paid to said part 4 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 4 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 homestead exemption and stay laws of the State of Oklahoma.

IN WITNESS WHEREOF, The said part 1 of the first part have hereunto set their hand the day and year first above written.

Emma H. Hanlin
C. E. Hanlin

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me H. L. Miller Notary Public in and for said County and State on this 3rd day of March, 1914, personally appeared Emma H. Hanlin and C. E. Hanlin wife & husband 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 Jan 21 1914 Seal H. L. Miller Notary Public

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS: That _____ of _____ County, in the State of Oklahoma, the within-named mortgagee, 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 has hereunto set _____ hand this _____ day of _____ 19_____

EXECUTED IN PRESENCE OF

This assignment was filed for record on the _____ day of _____ A. D. 19_____, at _____ o'clock _____ M. Fee, \$ _____

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\$ _____ 19_____

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 Mar 14 1910

Register of Deeds