

MORTGAGE RECORD, No. 57.

FROM

State of Oklahoma, Tulsa County, ss.

TO

This instrument was filed for record on the 10 day of Sept A. D. 1929 at 9 o'clock a. M.

Fees, \$

By

Deputy.

MORTGAGE OF REAL ESTATE.—SAML DODD WORTH BOOK CO., LAVERGORTH, KAN. No. 10788.

THIS INDENTURE Made this 2nd day of September, A. D. 1929, between S.B. Belt and A.B. Belt, her husband of Tulsa County, in the State of Oklahoma, of the first part, and E.M. Brown of Tulsa County, in the State of Oklahoma, of the second part:

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

Eight hundred and no Dollars (\$ 800.00), the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said part of the second part his heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: Lot 10 and 11 in Block 10 in Forest Park Addition to the City of Tulsa, Oklahoma, according to the recorded plat thereof. DOLLARS,

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

\$800.00 Sept 2nd 1929 60 days after date for value received I, E.M. Brown, do hereby promise to pay to the order of S.B. Belt, Eight hundred and no Dollars with interest at the rate of ten per cent per annum payable annually from date until paid. The interest if not paid when due, to become due principal and bear the same rate of interest and in case this note is cancelled by an attorney or by legal proceedings, I agree to pay an additional sum of ten per cent on the amount of this note as attorney's fees. S.B. Belt

Now, if said part of the first part shall pay or cause to be paid to said part of the second part his heirs or assigns, said sum of money and 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 have hereunto set their hands and the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me Reuben L. Partridge notary public in and for said County and State on this 2nd day of September, 1929, personally appeared S.B. Belt and A.B. Belt, her 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 March 26 1930 (Seal) Reuben L. Partridge notary public

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 19.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the day of A. D. 19 at o'clock M. Fee, \$ 3

Register of Deeds.

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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 Em. Brown Sept 1 - 1929 Register of Deeds