

## MORTGAGE RECORD, No. 57.

FROM

TO

COMPARED

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 22 day of Sept A. D. 1929, at 3 o'clock P. M.

Fees, \$

By

Deputy.

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

State of Oklahoma,  
County of Tulsa

THIS INDENTURE, Made this 22 day of September, A. D. 1929, between Oscar S. Williams, a single man, of Tulsa County, in the State of Oklahoma, of the first part, and William L. Key, of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said party of the first part, in consideration of the sum of Twelve hundred and seventy five (\$1275.00) Dollars, the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said party of the second part, his heirs and assigns, the following described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: the northerly one-half of (2) feet of lot one (1) in Block forty four (44) in the City of Tulsa, Oklahoma, according to the Government plat and survey thereof DOLLARS,

TO HAVE AND TO HOLD THE SAME unto the said party 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 Oscar S. Williams has this day executed and delivered to said party of the second part, certain promissory notes in writing to said party of the second part, described as follows: for one hundred twenty seven dollars and fifty cents (127.50) each all bearing date of Sept 23, 1929, bearing interest at the rate of eight per centum per annum. The first of said notes being due six months after said date, the second twelve months after said date and so on until the last all of the said notes in alluring one each six months until all are paid, the last being due Sept. 22, 1934.

and the first party agrees to keep the buildings insured. And the mortgagee agrees to pay reasonable attorney's fees on foreclosure.

Now, if said party of the first part shall pay or cause to be paid to said party of the second part, 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 party of the second part shall be entitled to the possession of said premises. And the said party of the first part for said consideration do hereby expressly waive an appraisalment of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma.

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand and seal the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me

in and for said County and State on this 22 day of Sept, 1929, personally appeared Oscar S. Williams, and E. A. Robinson, 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. Given under my hand and office, this 22 day of Sept. 22, 1929. My commission expires Jan. 15, 1931.

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:

That Oscar S. Williams, of Tulsa County, in the State of Oklahoma, the within-named mortgagee, in consideration of the sum of \$1275.00 DOLLARS, to him in hand paid, the receipt whereof is hereby acknowledged, do hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto William L. Key, his 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 22 day of Sept, 1929.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 22 day of Sept, A. D. 1929, at 3 o'clock P. M. Fee, \$

Register of Deeds.

RECEIPT.

Received of William L. Key, the within-named mortgagor, the sum of \$1275.00 DOLLARS, in full satisfaction of the within mortgage.