

MORTGAGE RECORD, No. 57.

* on the west-line of Detroit street 50 feet to the point of beginning.

FROM

State of Oklahoma, Tulsa County, ss.

COMPARED

This instrument was filed for record on the 4 day of Mar A. D. 1913, at 1020 o'clock P. M.

Fees, \$

(Seal)

H.C. Mackley

Register of Deeds.

By Deputy.

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

THIS INDENTURE, Made this 15 day of February, A. D. 1913, between James M. Baker and Bertha F. Baker his wife of Tulsa County, in the State of Oklahoma, of the first part, and Julia M. Reinhard of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of Seven Hundred and 00/100 Dollars (\$700.00), the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said party of the second part, her heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: That part of Lot Three (3) Block Two Hundred (200) of Original Town of Tulsa Oklahoma according to the Government Survey thereof and described as follows: Beginning Section 16 (16) T. 2 N. R. 10 E. of the 4th E. and 1st N. of said lot runs thence Westerly One Hundred (100) feet to an alley thence southerly 24 1/2 feet to a line of 111 feet thence due East 20 feet to the West line of Betris street thence northerly

TO HAVE AND TO HOLD THE SAME unto the said party of the second part, her 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 James M. & Bertha Baker have this day executed and delivered their certain promissory note in writing to said party of the second part, described as follows: Tulsa Oklahoma Feb 1st 1913 Three years after date I, Julia M. Reinhard, do hereby promise to pay to the order of James M. Reinhard Seven Hundred and 00/100 Dollars (\$700.00) for Tulsa Oklahoma with interest at the rate of 5% per annum payable semi annually from date made to and the interest to be paid after due date to become principal and bear the same rate of interest

Now, if said party of the first part shall pay or cause to be paid to said party of the second part, her 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 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 appraisement 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 have hereunto set their hand at the day and year first above written.

James M. Baker
Bertha F. Baker

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, James B. Rucker, Notary Public in and for said County and State on this 2 day of February, 1913, personally appeared James M. Baker and Bertha F. Baker his wife 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 April 19 1913.

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 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, hereunto set hand, this day of 19

EXECUTED IN PRESENCE OF

This assignment was filed for record on the day of A. D. 1913, at o'clock M. Fee, \$

Register of Deeds.

\$

RECEIPT.

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