

MORTGAGE RECORD, No. 57.

FROM

TO

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 27 day of Sept A. D. 1929, at 10 o'clock P. M.

Fees, \$.

By

Deputy.

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

THIS INDENTURE, Made this 24th day of September, A. D. 1929, between John H. Berry of Tulsa County, in the State of Oklahoma, of the first part, and C. H. Andrews of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part of of the first part, in consideration of the sum of Twenty five hundred dollars (the sum of Twenty five hundred Dollars (\$ 2500.00)), the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said part of of the second part his heirs and assigns, the following-described Real Estate, situated in City of Tulsa, Tulsa County, and State of Oklahoma, to-wit: Lots 14, 15, 16 in Block 1 in the Berry edition of City of Tulsa DOLLARS,

TO HAVE AND TO HOLD THE SAME unto the said part of 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 John H. Berry has this day executed and delivered his certain promissory note in writing to said part of of the second part, described as follows:

Sept. 25th 1929
Twenty five hundred dollars, I promise to pay to the order of C. H. Andrews,
Twenty five hundred dollars, (\$ 2500.00). For value received negotiable
and payable without defalcation or discount and with interest
for the term of 90 days per annum, and if the interest is not
paid annually to become and principal and bear the same rate of
interest

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

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, T. D. Evans Notary Public in and for said County and State on this 25th day of September, 1929, personally appeared John H. Berry 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 2/17/1931 1931 (Seal) T. D. Evans

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS: That John H. Berry of Tulsa County, in the State of Oklahoma, the within-named mortgagee in consideration of the sum of Twenty five hundred DOLLARS, to C. H. Andrews in hand paid, the receipt whereof is hereby acknowledged, do hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto 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 25th day of September 1929.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 27th day of Sept A. D. 1929, at 10 o'clock P. M. Fee, \$.

Register of Deeds.

RECEIPT.

Received of C. H. Andrews the within-named mortgagor the sum of Twenty five hundred DOLLARS, in full satisfaction of the within mortgage.