

MORTGAGE RECORD, No. 57.

FROM

State of Oklahoma, Tulsa County, ss.

TO

This instrument was filed for record on the 9 day
of March A. D. 1912, at 3 o'clock P. M.

Fees, \$

COMPARED

By H. C. Wackley Deputy.
Register of Deeds. (Seal)

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

THIS INDENTURE Made this 8th day of March, A. D. 1912, between Jm. Billian
and Anna E. Billian, his wife of Tulsa County, in the State of
Oklahoma, of the first part, and C. Leachman of Tulsa County, in the State of
Oklahoma, of the second part:

WITNESSETH, That said part of the first part, in consideration of
Four hundred fifty and no/100 Dollars (\$ 450.00),
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 Eleven (11) Block Twelve (12) together with all improve-
ments located therein, in the Owen Addition of the City of Tulsa
Oklahoma according to the amended plat thereof dated April 25, 1907 and duly filed for record 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 Jm. Billian & Anna E. Billian, his wife
have this day executed and delivered their certain promissory note in writing to said part of the second part, described as follows:
Tulsa, Okla. March 8-1912, Twelve months after date, for value re-
ceived I, we, as father of us promise to pay to the Order of C. Leachman
four hundred fifty and no/100 dollars at Tulsa, Okla. with in-
terest at the rate of eight per cent per annum, payable an-
nually from note until paid. The interest of note paid
when due to become as principal and bear the same
rate of interest

Now, if said part of the first part shall pay or cause to be paid to said part of the second part, their 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 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 appraisement of said real estate and all benefit of the home-
stead exemption and stay laws of the State of Oklahoma.

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

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, Iona Clay, Notary Public
in and for said County and State on this 9th day of March, 1912, personally appeared
Jm. Billian and Anna E. Billian
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 June 11, 1910. (Seal)

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 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 P. M. Fee, \$ _____

Register of Deeds.

19 _____

RECEIPT.

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