

MORTGAGE RECORD, No. 57.

FROM

State of Oklahoma, Tulsa County, ss.

COMPARED

TO

This instrument was filed for record on the 25 day of Sep A. D. 1929 at 4 o'clock P. M.

Fees, \$

(Seal)

H. C. Walker
Register of Deeds.

By

Deputy.

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

THIS INDENTURE, Made this 24th day of September, A. D. 1929, between W. P. Bunch and Ida B. Bunch of Tulsa County, in the State of Oklahoma, of the first part, and John C. Kelly of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part of the first part, in consideration of Twelve hundred twenty three and 7/10 Dollars (\$1223.70),

the receipt of which is hereby acknowledged, do hereby these presents, grant, bargain, sell and convey unto said part of the second part, their heirs and assigns, the following described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

That part of lot five (5) in block one hundred and forty seven (147) having a frontage of thirty five (35) feet on Boston Avenue and extending back to an alley a distance of one hundred and forty (40) feet with a uniform width of twenty five (25) feet adjoining lot 4 of block one hundred and forty seven (147) and all in original town site of Tulsa Indian Territory, then Oklahoma as shown by the old survey and plat thereof. The whole of said lot five (5) having a frontage of 175 feet on Boston Avenue.

This mortgage is made subject to a mortgage of two thousand dollars, secured by said John C. Kelly, and payable to the Standard Savings and Loan Association of Detroit Michigan in monthly installments of \$3.73 each.

TO HAVE AND TO HOLD THE SAME unto the said part of the second part, their heirs and assigns, together with all and singular the tenements, hereditaments and appurtenances therunto belonging, or in anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas said W. P. Bunch and Ida B. Bunch have on this day executed and delivered their certain promissory note in writing to said part of the second part, described as follows:

No. 1 - For the sum of Two hundred and twenty three and 7/10 Dollars Due six months after date.
No. 2 - For the sum of Two hundred and fifty Dollars Due one year after date.
No. 3 - For the sum of two hundred and fifty Dollars Due eighteen months after date.
No. 4 - For the sum of two hundred and fifty Dollars Due two years after date.
No. 5 - For the sum of two hundred and fifty Dollars Due two years and six months after date. All of said notes bearing eight percent interest from date and signed by W. P. and Ida B. Bunch and payable at Bank of Commerce Tulsa Okla.

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 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 the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, James B. Pucker, Notary Public, in and for said County and State on this 25 day of September, 1929, personally appeared W. P. Bunch and Ida B. Bunch 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, 1933.

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 have hereunto set their hands 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, \$

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.