

MORTGAGE RECORD, No. 57.

FROM

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 8 day
of May A. D. 1911, at 2:30 o'clock P. M.

Fees, \$

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

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

THIS INDENTURE, Made this 26th day of February, A. D. 1911, between
J. M. Wakefield of Tulsa County, in the State of
Oklahoma, of the first part, and T. C. Smiley of Tulsa County, in the State of
Oklahoma, of the second part:

WITNESSETH That said part 1 of the first part, in consideration of
Eight Thousand Dollars (\$ 8,000),
the receipt of which is hereby acknowledged, do hereby these presents, grant, bargain, sell and convey unto said part 2 of the second part his heirs and
assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to wit:
The North one-half (N 1/2) of the South East Quarter (SE 1/4) of the
North East Quarter (NE 1/4) and The South West Quarter (SW 1/4) of the
South East Quarter (SE 1/4) of the North East Quarter (NE 1/4) all in DOLLARS,
Section six (6) Township Thirteen North (13) Range Fourteen (14)
East of the Indian Base and Meridian except a strip of land fifty
five (65) feet in width across the North side of the said North
one-half (N 1/2) of the South East Quarter (SE 1/4) of the North West Quarter
(NW 1/4) as above described.

TO HAVE AND TO HOLD THE SAME unto the said part 2 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. and warrant the title to the same.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas said J. M. Wakefield
has this day executed and delivered one certain promissory note, in writing to said part 2 of the second part, described as follows:
Eight thousand, (\$8,000.00) Dollars payable on or before Jan-
uary 26th, 1911 with interest thereon at the rate of eight per
cent per annum from date.

And the first party agree to keep the building insured for \$
And the mortgagor agrees to pay \$250.00 Attorney's fees on foreclosure.

Now, if said part 1 of the first part shall pay or cause to be paid to said part 2 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 2 of the second part shall be entitled to the possession
of said premises. And the said part 1 of the first part for said consideration do hereby expressly waive an appraisalment 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 1 of the first part has hereunto set his hand... the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, A. B. Davis
in and for said County and State on this 3rd day of March, 1911, personally appeared
J. M. Wakefield and he 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 Nov. 26th 1911 (Seal) A. B. Davis
Notary Public

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:

That he of his County,
in the State of Oklahoma, the within-named mortgage, in consideration of the sum of Eight Thousand DOLLARS,
to he 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 he hereunto set his hand this 3rd day of March, 1911.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 3rd day of March, A. D. 1911, at 2 o'clock P. M. Fee, \$

Register of Deeds.

\$ 10.00 1911

RECEIPT.

Received of he the within-named mortgagor, the sum of Eight Thousand DOLLARS,
in full satisfaction of the within mortgage.