

MORTGAGE RECORD, No. 57.

FROM	State of Oklahoma, Tulsa County, ss.
TO	This instrument was filed for record on the <u>27th</u> day of <u>Sept</u> , A. D. 19 <u>29</u> , at <u>1</u> o'clock <u>P</u> . M. Fees, \$ <u>(Seal)</u> <u>H.B. Walkley</u> By <u>(Seal)</u> <u>H.B. Walkley</u> Register of Deeds. Deputy.

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

THIS INDENTURE, Made this 27th day of September, A. D. 1929, between P. P. Wilson of Tulsa County, in the State of Oklahoma, of the first part, and R. L. Harvey of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1 of the first part, in consideration of the sum of Eleven hundred and no/100 Dollars (\$ 1100.00), the receipt of which is hereby acknowledged, do sell 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: Lot one (1) in Block five (5) in Brady Heights addition to the City of Tulsa, Oklahoma DOLLARS,

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.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas said P. P. Wilson and Lillian Wilson have this day executed and delivered their certain promissory note in writing to said part 2 of the second part, described as follows: \$1100.00 Post Office Address: Tulsa, Oklahoma, September 27th, 1929 One year after date, without grace, and as principal, jointly and severally, promise to pay to R. L. Harvey, or order, eleven hundred and no/100 Dollars, for value received, negotiable, and payable at the office of W. H. Johnson, in Tulsa, Oklahoma, without discount, with eight per cent interest per annum from date until paid

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 appraisal 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 1 of the first part have hereunto set their hands the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me Robt. E. Lynch Notary Public
 in and for said County and State on this 27th day of September, 1929, personally appeared P. P. Wilson and Lillian Wilson 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 July 24 1931 (Seal) Robt. E. Lynch Notary Public

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:
 That the within-named mortgage of Tulsa County, in the State of Oklahoma, the within-named mortgage in consideration of the sum of 1100.00 and 1100.00 DOLLARS, to 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 hand this 27th day of September 1929.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 27th day of September, A. D. 1929, at 1 o'clock P. M. Fee, \$ 0.00
(Seal) H.B. Walkley Register of Deeds.
19

RECEIPT.

Received of the within-named mortgagor the sum of 1100.00 and 1100.00 DOLLARS, in full satisfaction of the within mortgage.