

MORTGAGE RECORD, No. 57.

FROM

State of Oklahoma, Tulsa County, ss.

COMPARED

TO

This instrument was filed for record on the 1 day of April A. D. 1913, at 2 o'clock P. M.

Fees, \$

By

Deputy.

MORTGAGE OF REAL ESTATE.—SAML DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 19735.

THIS INDENTURE, Made this 30 day of March, A. D. 1913, between
 C. H. Hatcher, Jr. & Ida V. Hatcher of Tulsa County, in the State of
 Oklahoma, of the first part, and The Exchange National Bank of Tulsa, Oklahoma, of the second part:

WITNESSETH, That said part of the first part, in consideration of

four thousand Dollars (\$4,000.00), the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said part of the second part, its heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

The undivided one-half interest of said Hatcher, Jr. and to the west & by (20) feet of lot four (4) block eighty seven (87) in the town of Okmulgee, and more particularly described as being a fractional part of the (87) section, block second (2) south, containing a certain portion of the (87) section of fifty (50) feet adjoining the (87) section, a distance of one hundred (100) feet to the southerly line of lot forty (40) of said block eighty seven (87)

TO HAVE AND TO HOLD THE SAME unto the said part of the second part, its 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 C. H. Hatcher, Jr. & Ida V. Hatcher have on this day executed and delivered a certain promissory note, in writing to said part of the second part, described as follows: One note for \$4,000.00 dated March 30th 1913, full term 12 months, with interest from maturity at 5% payable to The Exchange National Bank of Tulsa, Okla., and signed by C. H. Hatcher, Jr. and Ida V. Hatcher

Now, if said part of the first part shall pay or cause to be paid to said part of the second part, its 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 has hereunto set their hands the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, O. F. Macaul, Notary Public in and for said County, and State on this 31st day of March, 1913, personally appeared C. H. Hatcher, Jr. and Ida V. Hatcher 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 May 1st, 1913. O. F. Macaul, Notary Public

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 1913.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the day of A. D. 1913, at o'clock M. Fee, \$

Register of Deeds.

\$

RECEIPT.

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