

## MORTGAGE RECORD, No. 57.

COMPARED

FROM

TO


*State of Oklahoma, Tulsa County, ss.*

This instrument was filed for record on the 30 day  
of Mar A. D. 1910, at 3<sup>35</sup> o'clock P M.

Fees, \$

By \_\_\_\_\_ Deputy.

*Register of Deeds.*

MORTGAGE OF REAL ESTATE.—SAM'L DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 19788. 

THIS INDENTURE, Made this 30th day of March, A. D. 1912, between essie L. Robbins (by M. Robbins) her husband of Tulsa, Tulsa County, in the State of Oklahoma, of the first part, and J. A. Shaver of Tulsa, Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part<sup>2</sup> of the first part, in consideration of..

Three hundred and no. 100

...Dollars (\$ 3,000.00)

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

Lot seven (7) in Block Twelve (12) Highlands. First addition to the City of Tulsa. According to the plat filed with the records in the office of the Recorder in and for Tulsa County and State of Oklahoma.

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 Joseph L. Robbins & Mark Nelson  
has on this day executed and delivered, to certain promissory note...in writing to said party...of the second part, described as follows:  
Dated March 30th 1919 in the amount of Three hundred and 25/100  
(\$300.25) Dollars, due June 30th 1920 and bearing interest at 6% annum  
from date until paid.

Now, if said ~~part~~ of the first part shall pay or cause to be paid to said ~~part~~ of the second part ~~Five~~.....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 appraisal of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma. *all taxes and assessments of every kind and nature* ~~shall~~

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

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me.....*Ed. T. Egan*

in and for said County and State on this 1 20th day of March, 1910, personally appeared Jessie L. Collins and W. A. Collins (Her husband) to me known to be the identical person st 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 2-7 1913. Seas. not for 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.....ha.....hereunto set.....hand...this.....day of.....

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.

**S**.....

**.19.....**

## RECEIPT.

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