

MORTGAGE RECORD, No. 57.

FROM

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 29 day of May A. D. 1912, at 8 o'clock A M.

Fees, \$.....

Seal.

H. C. Walkley

Register of Deeds.

By..... Deputy.

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

THIS INDENTURE, Made this 29th day of February, A. D. 1912, between William M. Pignore and Lillie S. Pignore his wife of Tulsa County, in the State of Oklahoma, of the first part, and J. V. L. Walker of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1st of the first part, in consideration of Twenty and hundred and fifty Dollars (\$ 2150.00), the receipt of which is hereby acknowledged, do.....by these presents, grant, bargain, sell and convey unto said part 2d of the second part his heirs and assigns, the following-described Real Estate, situated in.....Tulsa County, and State of Oklahoma, to-wit:

Lot 1 of (4) Block (5) and six (6) and the west seven feet of lot three (3) in Block thirty three (33) in the incorporated town of Broken Arrow, a DOLLARS, said township eight (8) north, range fourteen (14) east in the Creek Nation Indian Territory

TO HAVE AND TO HOLD THE SAME unto the said part 2d of the second part his heirs and assigns, together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas said W. M. Pignore and Lillie S. Pignore have this day executed and delivered their certain promissory note in writing to said part 2d of the second part, described as follows: Broken Arrow, Okla. \$500.00 dated Broken Arrow Okla. Feb. 21st 1912 due and payable on or before April 1st 1912 after date to the order of J. V. L. Walker with interest from date at the rate of 6 per cent per annum payable semi-annually also one note for \$1000.00 dated Broken Arrow Okla. Feb. 21st 1912 due and payable on or before Jan. 1st 1911 after date to the order of J. V. L. Walker with interest from date at the rate of 6 per cent per annum payable semi-annually Payable at the First National Bank of Broken Arrow Okla. Both of said notes signed by W. M. Pignore and Lillie S. Pignore.

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

W. M. Pignore
Lillie S. Pignore

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me.....Thomas W. Walker a Notary Public of Broken Arrow in and for said County and State on this 29th day of February, 1912, personally appeared William M. Pignore and Lillie S. Pignore to me known to be the identical person 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 19th 1911. Seal. Thomas W. Walker 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.....hereunto set.....hand.....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.

\$.....

19.....

RECEIPT.

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