

## MORTGAGE RECORD, No. 57.

FROM	State of Oklahoma, Tulsa County, ss.
TO	This instrument was filed for record on the <u>25</u> day of <u>April</u> , A. D. 19 <u>12</u> , at <u>8</u> o'clock <u>AM</u> .
COMPARED	Fee, \$ <u>1.00</u> By <u>He Halkley</u> Deputy.
	Register of Deeds.

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

THIS INDENTURE, Made this 24<sup>th</sup> day of December, A. D. 1909, between J. R. Fouts of Tulsa County, in the State of Oklahoma, of the first part, and Mrs. H. L. Elmore of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH That said part 1 of the first part, in consideration of One Thousand and no Dollars (\$ 1000), the receipt of which is hereby acknowledged, do hereby presents, grant, bargain, sell and convey unto said part 2 of the second part her heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: East half (21) of the South East quarter (4) of Section seventeen (17) Township nineteen (19) North Range Fourteen (14) East DOLLARS,

TO HAVE AND TO HOLD THE SAME unto the said part 2 of the second part her 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 J. R. Fouts has on this day executed and delivered a certain promissory note in writing to said part 2 of the second part, described as follows: One promissory note bearing date of December 24<sup>th</sup> 1909 and due twelve months after date, said note made and executed by said J. R. Fouts and to bear interest at 12% from date said note payable to said Mrs. H. L. Elmore

Now, if said part 1 of the first part shall pay or cause to be paid to said part 2 of the second part her 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 homestead 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.

H. L. Elmore  
A. L. Laws

J. R. Fouts  
Notary Public

## STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, A. L. Laws Notary Public in and for said County and State on this 24<sup>th</sup> day of December, 1909, personally appeared J. R. Fouts 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 March 28, 1912.

(Seal)

A. L. Laws  
Notary Public

## ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS: That he of Tulsa County, in the State of Oklahoma, the within-named mortgagee, in consideration of the sum of 1000 DOLLARS, to her in hand paid, the receipt whereof is hereby acknowledged, do hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto her 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 24<sup>th</sup> day of December, 1909.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 25 day of April, A. D. 1912, at 8 o'clock AM. Fee, \$ 1.00

Register of Deeds.

\$ 1.00

## RECEIPT.

Received of he the within-named mortgagor, the sum of 1000 DOLLARS, in full satisfaction of the within mortgage.