

MORTGAGE RECORD, No. 57.

FROM

TO

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 11 day of April, A. D. 1912, at 11 o'clock a M.

Fees, \$

By Seal. H. C. Walchley Deputy.

Register of Deeds.

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

THIS INDENTURE, Made this 9th day of April, A. D. 1912, between J. L. Davis and L. M. Davis, his wife of Tulsa County, in the State of Oklahoma, of the first part, and T. W. Davis of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of four hundred fifty two and 10/100 Dollars (\$ 452.10), the receipt of which is hereby acknowledged, do 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: lots ten (10) and eleven (11) in Block twenty-eight (28) in West Tulsa, Oklahoma according to the Government Plat and survey thereof DOLLARS,

TO HAVE AND TO HOLD THE SAME unto the said party 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 J. L. Davis and L. M. Davis his wife have this day executed and delivered 18 certain promissory notes in writing to said party of the second part, described as follows: Eighteen (18) notes of Twenty five (25) Dollars each to become due and payable on the 9th day of each month from May 9, 1910. Tulsa Okla. April 9, 1910 (copy of certificate) On or before May 9th 1910 we promise to pay to the order of T. W. Davis Twenty five (25) Dollars at H. K. Spatack's office Tulsa Oklahoma with interest at 8 per cent per annum.

Now, if said party of the first part shall pay or cause to be paid to said party 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 party of the second part shall be entitled to the possession of said premises. And the said parties 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 parties of the first part have hereunto set their hand the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me the undersigned Notary Public in and for said County and State on this 9th day of April, 1912, personally appeared J. L. Davis and L. M. Davis his wife 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 March 31, 1912.

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS: That the undersigned of Tulsa County, in the State of Oklahoma, the within-named mortgagee in consideration of the sum of 452.10 DOLLARS, to him 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 his hand this 11 day of April, 1912.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 11 day of April, A. D. 1912, at 11 o'clock a M. Fee, \$

Register of Deeds.

1912

RECEIPT.

Received of the within-named mortgagor the sum of 452.10 DOLLARS, in full satisfaction of the within mortgage.

For value received, I acknowledge satisfaction and payment in full of the within mortgage, and same is hereby released.

Signed and acknowledged before me, July 1-1911