

## MORTGAGE RECORD, No. 57.

FROM

TO

COMPARED

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 12<sup>th</sup> day of April A. D. 1912, at 11<sup>th</sup> o'clock A. M.

Fees, \$

By

Deputy.

Register of Deeds.

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

THIS INDENTURE, Made this 11<sup>th</sup> day of April, A. D. 1912, between Elizabeth A. Brown, of Tulsa County, in the State of Oklahoma, of the first part, and J. H. M. Allister, J. L. Smiley, Tulsa County, in the State of Oklahoma, of the second part:

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

Eight hundred Dollars (\$ 800.00), the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said parties of the second part, in Tulsa County, and State of Oklahoma, to-wit: The west fifty feet of Lot four (4) in Block two, Standard and two (202) blocks, particularly described as that part of Lot four (4) having a frontage of fifty (50) feet, with width (12.50) feet, and a depth of one hundred (100) feet, and forty (40) feet to quarter and adjoining Lot five (5) with a uniform width of fifty (50) feet.

TO HAVE AND TO HOLD THE SAME unto the said parties of the second part, their 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 Elizabeth A. Brown, of Tulsa County, in the State of Oklahoma, has on this day executed and delivered to certain promissory notes in writing to said parties of the second part, described as follows: Twelve (12) notes of uniform date of April 9<sup>th</sup> 1911, Eleven (11) notes of \$50.00 each, first maturity 3<sup>rd</sup> 1912, and additional mortgage notes falling due on the 15<sup>th</sup> day of each month thereafter, and Base note of \$140.00, dated March 15, 1911, all said notes bearing 5 per cent interest per annum from date until paid.

This subject to a mortgage of \$2250.00 to the Detroit United Bank of Detroit Michigan.

Now, if said parties of the first part shall pay or cause to be paid to said parties of the second part, their heirs or assigns, said sum of money in the above-described notes 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 parties 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 appraisal 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 hands the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me

E. A. Lilly, Notary Public, in and for said County and State on this 11<sup>th</sup> day of April, 1912, personally appeared Elizabeth A. Brown and Andrew J. Brown, her husband, 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 Sept. 21, 1912. E. A. Lilly

## 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 1912.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the day of A. D. 1912, 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.

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

Signed and acknowledged before me Feb 23 1911

Register of Deeds.