

MORTGAGE RECORD, No. 57.

FROM

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 29 day
of Sept, A. D. 1929, at 8 o'clock P. M.

Fees, \$

By

Deputy.

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

THIS INDENTURE, Made this 29 day of September, A. D. 1929, between
A. P. Smith of Tulsa, Okla., his wife, Lela Smith, of Houston, Texas County, in the State of
Oklahoma, of the first part, and James H. Jones, Trustee of Washington, D. C. County, in the State of
Oklahoma, of the second part:

WITNESSETH, That said part 1st of the first part, in consideration of Twenty five hundredDollars (\$ 2,500.00),the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said part 2nd of the second part his heirs andassigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

The southerly seventy five (75) feet of lot three (3) in Block one hundred
thirty eight (138) according to the original Plat of the City of Tulsa
as approved by Secretary of Land Office DOLLARS,

TO HAVE AND TO HOLD THE SAME unto the said part 2nd 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 A. P. Smith and Lela Smith, his wife
have this day executed and delivered their certain promissory notes in writing to said part 2nd of the second part, described as follows:

One principal note of twenty five hundred Dollars (\$2,500.00) due
Sept. 21, 1911. And interest note of One hundred Dollars (\$100.00) due
March 21, 1910.
One interest note of One hundred Dollars (\$100.00) due Sept
21, 1910.
One interest note of one hundred Dollars (\$100.00) due March 21, 1911.
One interest note of one hundred Dollars (\$100.00) due September 21, 1911.

Now, if said part 1st of the first part shall pay or cause to be paid to said part 2nd of the second part his 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 part 2nd 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 appraisement of said real estate and all benefit of the home-
stead exemption and stay laws of the State of Oklahoma.

IN WITNESS WHEREOF, The said part 1st of the first part have hereunto set their hand the day and year first above written.

Texas, Harris
STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me,

Carl H. Bailey Notary Public
in and for said County and State on this 23rd day of September, 1929, personally appeared
A. P. Smith and Lela Smith, husband and 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 June 1, 1930 1930 Public in and for Harris County Texas

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:
That James H. Jones of Tulsa County,
in the State of Oklahoma, the within-named mortgage in consideration of the sum of 2,500.00 DOLLARS,

to James H. Jones 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 James H. Jones hereunto set his hand this 23rd day of September, 1929.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 23rd day of September, A. D. 1929, at 8 o'clock P. M. Fee, \$

Register of Deeds.

\$

RECEIPT.

Received of James H. Jones the within-named mortgagor the sum of 2,500.00 DOLLARS,
and James H. Jones in full satisfaction of the within mortgage.