

MORTGAGE RECORD, No. 57.

FROM

State of Oklahoma, Tulsa County, ss.

TO

This instrument was filed for record on the 23 day of April A. D. 1912, at 11 o'clock a M.

Fees, \$

By Seal. H. B. Walkley Deputy.

Register of Deeds.

MORTGAGE OF REAL ESTATE.—SAML PODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 19785.

THIS INDENTURE, Made this 7th day of April, A. D. 1912, between William F. Nelson of Tulsa County, in the State of Oklahoma, of the first part, and John A. Wilson Henry F. Wilson of Adams County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of One thousand and even hundred Dollars (\$1700.00), the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said parties of the second part their heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: all of lot numbered three (3) and the northerly two feet of lot numbered four (4) in block numbered one hundred and nineteen (119) in the city of Tulsa according to the official plat and survey thereof. DOLLARS,

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 therunto belonging, or in anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas said William F. Nelson Birdie Nelson have this day executed and delivered two certain promissory notes in writing to said parties of the second part, described as follows: one note for the principal sum of five hundred dollars payable to John A. Wilson, two years after date, with interest thereon at the rate of eight per cent per annum from date and of every date thereafter and another note for a principal sum of five hundred dollars payable to Henry F. Wilson, two years after date, and of every date thereafter, and have interest thereon at the rate of eight per cent per annum from date, both of said notes payable for a payment of ten per cent annually, free in cash, said notes have to be collected by an attorney, which mortgagee agree to pay.

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 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 hands the day and year first above written.

William F. Nelson
Birdie Nelson

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, Seal. H. B. Walkley Notary Public

in and for said County and State on this 7th day of April, 1912, personally appeared William F. Nelson Birdie Nelson 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 Aug. 1st 1913 1912. Seal. H. B. Walkley Notary Public.

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:

That their of Tulsa County, in the State of Oklahoma, the within-named mortgage, in consideration of the sum of one thousand and even hundred DOLLARS, to their in hand paid, the receipt whereof is hereby acknowledged, do hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto their heirs and assigns, the within mortgage deed, the real estate conveyed, and the promissory notes, 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 their hand, this 7th day of April, 1912.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 23 day of April, A. D. 1912, at 11 o'clock a M. Fee, \$

Register of Deeds.

\$ 1.00 1912

RECEIPT.

Received of William F. Nelson Birdie Nelson the within-named mortgagor, the sum of one thousand and even hundred DOLLARS, in full satisfaction of the within mortgage.