

MORTGAGE RECORD, No. 57.

FROM	State of Oklahoma, Tulsa County, ss.
TO	This instrument was filed for record on the <u>1</u> day of <u>Oct</u> A. D. 19 <u>29</u> , at <u>4:20</u> o'clock <u>PM</u> .
	Fees, \$.....
	By <u>[Signature]</u> Deputy, <u>[Signature]</u> Register of Deeds.

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

THIS INDENTURE Made this First day of October A. D. 1929, between Janice Smith & Enoch O. Smith her & heirs of Tulsa County, in the State of Oklahoma, of the first part, and Samuel Dodsworth & Co., of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1 of the first part, in consideration of Three Hundred and no/00 Dollars (\$.....), the receipt of which is hereby acknowledged, do.....by these presents, grant, bargain, sell and convey unto said part 4 of the second part their heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: the north half of the south-east quarter of section eleven (11) Township eighteen (18) North range twelve (12) East, containing eighty (80) acres more or less as the case may be according to the United States government survey thereof.

TO HAVE AND TO HOLD THE SAME unto the said part 4 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 parties of first part has this day executed and delivered their certain promissory note in writing to said part 4 of the second part, described as follows: Two certain promissory notes of even date herewith one for \$2600 and the other for \$7000 with interest thereon at 8% per annum payable semi annually from date until paid

Now, if said part 4 of the first part shall pay or cause to be paid to said part 4 of the second part their 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.....of the second part shall be entitled to the possession of said premises. And the said part.....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 part 1 of the first part has hereunto set their hand.....the day and year first above written.

Janice Smith
Enoch O. Smith

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me C. B. Davis notary public

in and for said County and State on this 12 day of October 1929, personally appeared Janice Smith and Enoch O. Smith who are known to me 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 November 26, 1911 sd C. B. Davis

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.....heroby 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.....hereunto set.....hand this.....day of.....19.....

EXECUTED IN PRESENCE OF

This assignment was filed for record on the.....day of.....A. D. 19....., at.....o'clock.....M. Fees, \$.....

Register of Deeds.

19.....

RECEIPT.

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