

MORTGAGE RECORD, No. 57.

COMPARED	FROM	State of Oklahoma, Tulsa County, ss.
		This instrument was filed for record on the <u>29</u> day
	TO	of <u>April</u> A. D. 19 <u>29</u> , at <u>9:15</u> o'clock <u>A</u> . M.
		Fees, \$
	By <u>Ses. H. B. W. Kelley</u> Register of Deeds.	Deputy.

MORTGAGE OF REAL ESTATE.—SAM'L DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 19788.

THIS INDENTURE, Made this 29 day of December, A. D. 1929, between Alfred L. Phillips of Tulsa County, in the State of Oklahoma, of the first part, and Ed. Loggishall of Tulsa, Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part y of the first part, in consideration of One hundred fifty Dollars (\$ 150.00), the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said part y of the second part his heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: Northerly twenty five (25) feet of the southerly fifty (50) feet of lot 6 Block forty seven (47) in Tulsa DOLLARS,

TO HAVE AND TO HOLD THE SAME unto the said part y 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 Alfred L. Phillips has on this day executed and delivered his certain promissory note in writing to said part y of the second part, described as follows:

One principal note of \$150.00 due June 29, 1930 with 10% interest from maturity.

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

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, Vernad Kelley 29 day of December, 1929, personally appeared Alfred L. Phillips and his terms known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires June 11 1930 Ses. Vernad Kelley Notary Public

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:

That his of his County, in the State of Oklahoma, the within-named mortgage in consideration of the sum of his and his DOLLARS, to his 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 his day of his 19his

EXECUTED IN PRESENCE OF

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

Register of Deeds.

\$ his 19his

RECEIPT.

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