

MORTGAGE RECORD, No. 57.

FROM	State of Oklahoma, Tulsa County, ss.
TO	This instrument was filed for record on the 5 th day
	of May A. D. 1912, at 1 st o'clock P. M.
	Fees, \$
	By H. B. Buckley (Seal) Register of Deeds.

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

THIS INDENTURE, Made this 5th day of May, A. D. 1912, between J. H. Hughes (a single man) of Tulsa County, in the State of Oklahoma, of the first part, and W. L. Britton of the City of Tulsa, Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part of the first part, in consideration of the sum of One Thousand and no/100 Dollars (\$1,000.00), the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said part of the second part, his heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: Lots 11 and 12, Block 12, Addition to the City of Tulsa, Tulsa County, Oklahoma according to the recorded plat thirty.

TO HAVE AND TO HOLD THE SAME unto the said part 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 J. H. Hughes has this day executed and delivered to said part of the second part, described as follows: One note for the sum of \$1,000.00, dated the 5th day of May 1912 due one year from date with interest at the rate of ten per cent per annum after maturity.

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

STATE OF OKLAHOMA, TULSA COUNTY, ss.
Before me, Notary Public in and for said County and State on this 5th day of May, 1912, personally appeared J. H. Hughes and W. L. Britton to me 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 July 9th 1914.

KNOW ALL MEN BY THESE PRESENTS: That in consideration of the sum of One Thousand and no/100 Dollars, to said part of the second part, in hand paid, the receipt whereof is hereby acknowledged, do hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto said part of the second part, 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 5th day of May 1912.

EXECUTED IN PRESENCE OF
This assignment was filed for record on the 5th day of May, A. D. 1912, at 1st o'clock P. M. Fee, \$
Register of Deeds.

RECEIPT.
Received of the within-named mortgagor the sum of One Thousand and no/100 Dollars, in full satisfaction of the within mortgage.