

MORTGAGE RECORD, No. 57.

FROM

State of Oklahoma, Tulsa County, ss.

COMPARED

TO

This instrument was filed for record on the 19 day of May, A. D. 1912, at 4:55 o'clock P. M.

Fees, \$

By *Sec't.* Deputy.*H. C. Wailley*
Register of Deeds.

MORTGAGE OF REAL ESTATE.—SAML DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 10788.

THIS INDENTURE, Made this 19th day of May, A. D. 1912, between *Anna M. Hubbard* of *Tulsa* County, in the State of Oklahoma, of the first part, and *Oklahoma State Bank Tulsa Tulsa* County, in the State of Oklahoma, of the second part:

WITNESSETH, That said party of the first part, in consideration of *Twenty seven hundred* Dollars (\$ *2700.00*), the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said party of the second part, heirs and assigns, the following-described Real Estate, situated in *Tulsa City Tulsa* County, and State of Oklahoma, to-wit:

Beginning at a point (46.5 ft) forty six and six tenths feet east of the corner at Brady & Boston Streets on Block (B.D.) twenty seven. Thence running easterly on Brady Street at distance of (46.5 ft) forty six and six tenths feet, thence northerly parallel with the city line at distance of (46.5 ft) twenty feet, thence easterly at distance of (46.5 ft) forty six and six tenths feet, parallel with the Brady Street line, thence southerly parallel with the Boston Street line at distance of (46.5 ft) twenty feet to point of beginning being a tract of land 46.5 feet by twenty (20 ft) feet all in lot five (5) in Block 27, Tulsa City.

TO HAVE AND TO HOLD THE SAME unto the said party of the second part, 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 *first party* has this day executed and delivered *her* certain promissory notes in writing to said party of the second part, described as follows: *sixty seven hundred dated Tulsa May 19th 1912 each for \$2700.00 payable one note with 1st of each month beginning June 1st 1912 until paid in full at Oklahoma State Bank and one note for \$2700.00 dated as above payable on Jan 1st 1916 totaling as principal the sum of \$5400.00*

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

Anna M. Hubbard

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me *Phil B. Kramer* Notary Public in and for said County and State on this 19th day of May, 1912, personally appeared *Anna M. Hubbard* and *(a witness)* to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that *she* executed the same as *her* free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires *June 21st* 1913. *Sec't.* *Phil B. Kramer*

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS: That *Anna M. Hubbard* of *Tulsa* County, in the State of Oklahoma, the within-named mortgagee, in consideration of the sum of *Twenty seven hundred* and *no* DOLLARS, to *Anna M. Hubbard* in hand paid, the receipt whereof is hereby acknowledged, do hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto *Anna M. Hubbard* 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 *her* hand this *19th* day of *May* 19*12*.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the *19th* day of *May*, A. D. 19*12*, at *4:55* o'clock *P.* M. Fee, \$ *1.00*

Register of Deeds. *10*

RECEIPT.

Received of *Anna M. Hubbard* the within-named mortgagor the sum of *Twenty seven hundred* and *no* DOLLARS, in full satisfaction of the within mortgage.