

MORTGAGE RECORD, No. 57.

COMPARED

FROM

TO

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 20 day of May A. D. 1912, at 1 o'clock P. M.

Fees, \$.....

O. C. W. Grimes
Register of Deeds.

By..... Deputy.

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

THIS INDENTURE, Made this 16th day of May, A. D. 1912, between M. B. Baird & Katherine Baird his wife of Tulsa County, in the State of Oklahoma, of the first part, and C. W. Grimes of Green County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1 of the first part, in consideration of Twenty five hundred and no/100 Dollars (\$ 2500.00), the receipt of which is hereby acknowledged, do.....by these presents, grant, bargain, sell and convey unto said part 2 of the second part, his heirs and assigns, the following described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: Lot 10 (10) Eleven (11) and Twelve (12) in Block 2 and (10) in Burgess 2nd Addition to the town of Tulsa, Oklahoma according to the survey and plat filed therof DOLLARS,

TO HAVE AND TO HOLD THE SAME unto the said part 2 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 M. B. Baird & Katherine Baird have this day executed and delivered a certain promissory note in writing to said part 2 of the second part, described as follows: \$2500.00 Tulsa Okla May 16-1912. One year after date for value received, five or either of us promise to pay to the order of C. W. Grimes Twenty five hundred and no/100 Dollars as Springfield, Mo. with interest at the rate of ten percent per annum payable semi-annually from date until paid the interest if not paid when due to become as principal and bear the same rate of interest. In the case this note is collected by an attorney or

Now, if said part 1 of the first part shall pay or cause to be paid to said part 2 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 2 of the second part shall be entitled to the possession of said premises. And the said part 1 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 1 of the first part have hereunto set their hands the day and year first above written.

M. B. Baird
Katherine Baird

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me C. W. Grimes Notary Public in and for said County and State on this 16th day of May, 1912, personally appeared M. B. Baird and Katherine Baird 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 Oct 19, 1911 (seal)

ASSIGNMENT.

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.....hereby 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. Fee, \$.....

Register of Deeds.

\$.....19.....

RECEIPT.

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

* By legal proceedings we agree to pay an additional sum of ten for out on the amount of this note as attorney fees. Interest payable semi annually in advance.
Signed M. B. Baird
Katherine Baird
J. C. Stephens