

MORTGAGE RECORD, No. 57.

FROM

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 7 day of Oct, A. D. 1929, at 2 o'clock P. M.

Fees, \$

By

Deputy.

TO
COMPARED

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

THIS INDENTURE, Made this 7th day of October, A. D. 1929, between William Shelton and Josephine Shelton, his wife of Tulsa County, in the State of Oklahoma, of the first part, and T. D. Evans of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1st of the first part, in consideration of the sum of three hundred and no/100 Dollars (\$ 300.00), the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said party 2nd 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 (W. Block 81st St) (6) in the Lynch & Forsythe addition to the City of Tulsa, Oklahoma DOLLARS,

TO HAVE AND TO HOLD THE SAME unto the said party 2nd 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 William Shelton & Josephine Shelton on this day executed and delivered their certain promissory note in writing to said party 1st of the second part, described as follows:

Dated October 7th, 1929, due October 7th, 1931. Face \$300.00 to order of T. D. Evans. Payable at Marshalltown State Bank, Marshalltown Iowa. Interest at 7% payable semi-annually and represented by four coupons of \$37.50 each, to-wit, \$150.00 and \$93.75. Note at discount signed by William Shelton and Josephine Shelton. Lave event suit is brought to foreclose this mortgage we agree to pay reasonable attorneys fees and this mortgage is security therefor

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

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me

in and for said County and State on this 7th day of October, 1929, personally appeared William Shelton and Josephine Shelton 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. Witness my hand and official seal this day and year above written

My commission expires April 4th, 1931.

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned Notary Public of Tulsa County, in the State of Oklahoma, the within-named mortgage in consideration of the sum of 300.00 DOLLARS,

to the within-named mortgagee 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 has hereunto set his hand this 7th day of October, 1929.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 7th day of October, A. D. 1929, at 2 o'clock P. M. Fee, \$

Register of Deeds.

RECEIPT.

Received of

the within-named mortgagor the sum of 300.00 DOLLARS, in full satisfaction of the within mortgage.