

## MORTGAGE RECORD, No. 57.

FROM

**State of Oklahoma, Tulsa County, ss.**

This instrument was filed for record on the 14 day  
of Oct A. D. 1922 at 2<sup>15</sup> o'clock P. M.  
Fees \$ 1.00

Fees, \$

By \_\_\_\_\_ Deputy \_\_\_\_\_

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

THIS INDENTURE, Made this 11<sup>th</sup> day of October, A. D. 1927, between Olson  
P. Burns and L. L. B. Burns of Crawford County, in the State of  
Kansas, of the first part, and Mary A. Smith & Ethel B. Watson, Mary A. Olson  
Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of Twenty two hundred & 00/100 Dollars (\$ 22.00)

the receipt of which is hereby acknowledged, do.....by these presents, grant, bargain, sell and convey unto said part.....of the second part.....heirs and assigns, the following-described Real Estate, situated in..... Tulsa .....County, and State of Oklahoma, to-wit:

[illegible]

TO HAVE AND TO HOLD THE SAME unto the said part<sup>ies</sup> of the second part, their 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 John C. Burns and  
his said day executed and delivered ~~one~~ certain promissory note...in writing to said parties of the second part, described as follows:  
One promissory note of even date herewith due on  
before one year from date of issue of same, a small  
Ethel G. Watson & Anabel A. Watson and drawings interest  
at the rate of 8% per annum. Lender is hereby reserved  
to pay said note and cancel this mortgage at any time  
prior to the expiration of the one year time which it is  
to run -

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

*Kansas Crawford*  
STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, the undersigned, a Notary Public  
in and for said County and State on this 15th day of October, 1909, personally appeared Blair  
P. Burns and Katie A. Burns 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 June 15, 1911.

Notary Seal Geo. W. Jennings  
Notary P. H.

## ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:

**ASSIGNMENT.**

That..... of .....County,  
in the State of Oklahoma, the within-named mortgage.....in consideration of the sum of.....  
to.....and .....DOLLARS,  
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... ha... 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.