

MORTGAGE RECORD, No. 57.

FROM

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 12 day
of Oct A. D. 1929, at 9:45 o'clock A. M.

Fees, \$

(Seal)

Mc. Walker
Register of Deeds.By George Brown Deputy.

MORTGAGE OF REAL ESTATE.—SAND DODD WORTH BOOK CO., LEAVENWORTH, KAN. No. 19788.

THIS INDENTURE, Made this 12 day of April, A. D. 1929, between George Brown of Adair County, in the State of Oklahoma, of the first part, and Franklin Shandworth of Adair County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1 of the first part, in consideration of the sum of Two hundred and fifty Dollars (\$250), the receipt of which is hereby acknowledged, do hereby 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:

The southwest quarter of the southwest quarter of Sec. one
township 17 north range 12 east S. 24. 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 George Brown has this day executed and delivered his certain promissory note in writing to said part 2 of the second part, described as follows:

One note for \$250.00 dated April 22, 1929.
Due April 22, 1930.

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 has hereunto set his hand the day and year first above written.

STATE OF OKLAHOMA, Tulsa COUNTY, ss.

Before me, A. L. Epperson Notary Public,
in and for said County and State on this 12 day of April, 1929, personally appeared George Brown and Franklin Shandworth to the 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 1-2-3 1930 (Seal) A. L. Epperson
Notary Public.

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:

That George Brown of Adair County, in the State of Oklahoma, the within-named mortgage in consideration of the sum of 250 DOLLARS, to Franklin Shandworth in hand paid, the receipt whereof is hereby acknowledged, do hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto Franklin Shandworth 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 George Brown has hereunto set his hand this 12 day of April, 1929.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 12 day of April, A. D. 1929, at 9:45 o'clock A. M. Fee, \$1.00

Register of Deeds.

1929

RECEIPT.

Received of George Brown the within-named mortgagor 250 the sum of 250 DOLLARS, in full satisfaction of the within mortgage.