

MORTGAGE RECORD, No. 57.

FROM

State of Oklahoma, Tulsa County, ss.

TO

This instrument was filed for record on the 21st day of Oct. A. D. 1929, at 1¹⁵ o'clock 2nd M.

Fees, \$

By

Deputy.

MORTGAGE OF REAL ESTATE.—BANK DOWNSWORTH BOOK CO., LEAVENWORTH, KAN. No. 19788.

THIS INDENTURE, Made this 19th day of Oct. 1929, A. D. 1929, between Robt. A. Wallingford and Penahin Wallingford, husband and wife of Tulsa County, in the State of Oklahoma, of the first part, and The First State Bank of Broken Arrow, Oklahoma of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of four hundred and fifty Dollars (\$450.00), the receipt of which is hereby acknowledged, do hereby present, grant, bargain, sell and convey unto said parties of the second part its heirs and assigns, the following described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: Lot eighteen (18), nineteen (19), twenty (20), and twenty-one (21) in Block forty six (46) of the incorporated town of Broken Arrow, Oklahoma, as per the plat now on file by the Arkansas Valley Land & Lumber Company, Inc., Wagoner, Oklahoma.

said parties of the first part shall keep the property insured in favor of the first State Bank their interest may appear against fire and lightning.

TO HAVE AND TO HOLD THE SAME unto the said parties of the second part its 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 Robt. A. Wallingford and Penahin Wallingford have on this day executed and delivered and certain promissory note in writing to said parties of the second part, described as follows:

Broken Arrow Okla. Oct. 19th 1929.
One year after date we or either of us promise to pay to the order of the First State Bank of Broken Arrow, The sum of four hundred and fifty dollars for value received, negotiable and payable at the First State Bank, Broken Arrow, Okla. with interest at five per cent after maturity until paid.

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

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me A. L. Law Notary Public in and for said County and State on this 19th day of October, 1929, personally appeared Robt. A. Wallingford and Penahin Wallingford 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 Nov. 28 1930.

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS: That Robt. A. Wallingford and Penahin Wallingford of Tulsa County, in the State of Oklahoma, the within-named mortgage, in consideration of the sum of 450.00 Dollars, to The First State Bank of Broken Arrow, Oklahoma 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 its hand this 19th day of October 1929.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 21st day of Oct. A. D. 1929, at 1¹⁵ o'clock 2nd M. Fee, \$

Register of Deeds.

RECEIPT.

Received of The First State Bank of Broken Arrow, Oklahoma the within-named mortgagor the sum of 450.00 Dollars, in full satisfaction of the within mortgage.