

MORTGAGE RECORD, No. 57.

FROM

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 20 day
of Oct, A. D. 1909, at 8 45 o'clock a. M.

Fees, \$

Bia

Deputat

MORTGAGE OF REAL ESTATE.—SAML DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 10788

THIS INDENTURE, Made this 18th day of October, A. D. 1929, between James W. Dumas and Mary E. Dumas his wife of Cass County, Oklahoma, of the first part, and Farmers and Merchants Bank of Collinsville, Rogers County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part ^{cell} of the first part, in consideration of the sum of
Two hundred & no/100 (162.000)

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 Lea County, and State of Oklahoma, to-wit:

a certain tract of land, beginning at the northeast corner of the northeast quarter (1/4) of lot one (1) in section thirty (30) township twenty one (21) north, range fourteen (14) east, thence running south as the line of section two, thence east four (4) feet along the north line of section thirty (30) thence running south at right angles to the line for a distance of two hundred fifty four (254) feet, thence running east parallel to the north line a distance of two hundred fifty four (254) feet, thence running north along the east line of north half quarter (1/2) of lot one (1) a distance of two hundred fifty four (254) feet to the point of beginning, containing one and one half acres more or less.

TO HAVE AND TO HOLD THE SAME unto the said party of the second part etc 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 wherens said James C. McDermott and Mary
has on this day executed and delivered one certain promissory note in writing to said party of the second part, described as follows:

\$200.00 Hollman & Co., Okla. City, 10th, 1909. To
Six months after date, one or either of us, each as principal, promise to pay to the order of
Farmers & Merchants Bank, Hollman & Co., Okla., Two Thousand & 20/100 Dollars for value received,
negotiable and payable at Farmers & Merchants Bank, Hollman & Co., Okla., with interest at ten
per cent per annum from date until paid. The makers, signors and endorsers, each
severally waive presentation for payment, notice of non-payment, protest and notice
and further consent to originals or extensions without notice. They also agree to
pay an attorney's fee if this note is collected by an attorney or by legal proceedings.
(Signed) James M. Banks Morris P. Banks

Now, if said part of the first part shall pay or cause to be paid to said part 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 part of the second part shall be entitled to the possession of said premises. And the said part of the first part for said consideration do hereby expressly waive an appraisement 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 have hereunto set their hand the day and year first above written.

STATE OF OKLAHOMA, ~~TULSA~~ COUNTY, ss.

Before me..

In and for said County and State on this 10th day of October, 1919, personally appeared James E. Dumas and Mary E. Dumas wife of James E. Dumas, 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 November 2, 5th, 1921

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...ha.....hereunto set.....hand...this.....day of.....

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.

RECEIPT.

Received of.

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