

MORTGAGE RECORD, No. 57.

FROM

TO

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 19 day
of Oct A. D. 1929 at 3 o'clock P.M.

Fees, \$.....

By Hawley Deputy.
Register of Deeds.

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

THIS INDENTURE, Made this 19 day of October A. D. 1929 between Dan Pelcher and Mollie E. Pelcher of Tulsa County, in the State of Oklahoma, of the first part, and A. F. Balch of Marshall County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1 of the first part, in consideration of Two Hundred fifty Dollars (\$250.00)

the receipt of which is hereby acknowledged, do by 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 southeast quarter of the south west quarter of Section 36, Township 14N, Range 10E, Meridian 10W, containing 9.96 acres

and this mortgage is given to secure actual money loaned first parties by second party in the sum of \$250.00

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 Dan Pelcher and Mollie E. Pelcher have this day executed and delivered their certain promissory note, in writing to said part 1 of the second part, described as follows:

\$250.00 dated October 19, 1929 and due October 19, 1930 without interest after maturity payable to the order of A. F. Balch at Marshall County State Bank Marshalltown Iowa Signed Dan Pelcher and Mollie E. Pelcher

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 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 1 of the first part has hereunto set their hand, the day and year first above written.

Dan Pelcher
Mollie E. Pelcher

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me the undersigned notary Public in and for said County and State on this 19 day of October 1929, personally appeared Dan Pelcher and Mollie E. Pelcher

to me known to be the identical person 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 office at Tulsa Oklahoma

My commission expires Feb 12 1931 notary Public

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS: That the undersigned of Tulsa County, in the State of Oklahoma, the within-named mortgagee, in consideration of the sum of Two Hundred fifty Dollars, and Two Hundred fifty DOLLARS,

to the undersigned 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 19 day of October 1929.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 19 day of October A. D. 1929, at 3 o'clock P.M. Fee, \$.....

Register of Deeds.

\$..... 1929

RECEIPT.

Received of Dan Pelcher and Mollie E. Pelcher the within-named mortgagor, the sum of Two Hundred fifty DOLLARS, in full satisfaction of the within mortgage.