

MORTGAGE RECORD, No. 57.

FROM	State of Oklahoma, Tulsa County, ss.
TO	This instrument was filed for record on the <u>11th</u> day of <u>Oct</u> A. D. 19 <u>29</u> at <u>4⁰⁰</u> o'clock <u>P</u> . M.
	Fees, \$ <u>1.00</u>
	By <u>[Signature]</u> <u>M.B. Walkley</u> Register of Deeds.
	Deputy.

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

THIS INDENTURE, Made this 11th day of October, A. D. 1929, between James B. Cross and his wife Belle Cross of Tulsa County, in the State of Oklahoma, of the first part, and James F. Jones of Washington D. C. County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1st of the first part, in consideration of Twenty five hundred Dollars (\$ 2,500.00), the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said part 2^d of the second part his heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: Twenty five (25) feet of lot four (4) and the westerly fifty (50) feet of the southerly forty (40) feet of lot five (5) all in Block eighty five (85) according to the original plat of the City of Tulsa, Oklahoma DOLLARS.

TO HAVE AND TO HOLD THE SAME unto the said part 2^d 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 James B. Cross and wife Belle Cross have this day executed and delivered their certain promissory note in writing to said part 2^d of the second part, described as follows: One principal note of Twenty five hundred (\$2,500.00) Dated October 22-19
One interest note of One hundred (\$100.00) Dated 11-22-19
10-22-19
4-22-11
10-22-11
4-22-12
10-22-12

Now, if said part 1st of the first part shall pay or cause to be paid to said part 2^d 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^d of the second part shall be entitled to the possession of said premises. And the said part 1st 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. Any expense which may be incurred in defending the title to the property shall be paid by the mortgagor herein mentioned and become part of the debt.
IN WITNESS WHEREOF, The said part 1st of the first part has hereunto set their hand the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me Verna Clay Notary Public
in and for said County and State on this 11th day of October, 1929, personally appeared James B. Cross and his wife Belle Cross 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 11, 1930 [Signature] Verna Clay

KNOW ALL MEN BY THESE PRESENTS:

That James B. Cross of Tulsa County, in the State of Oklahoma, the within-named mortgage in consideration of the sum of 2,500.00 and 100.00 DOLLARS, to James F. Jones in hand paid, the receipt whereof is hereby acknowledged, do hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto James F. Jones 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 James F. Jones hereunto set his hand this 11th day of October, 1929.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 11th day of October, A. D. 1929, at 4⁰⁰ o'clock P. M. Fee, \$ 1.00

Register of Deeds.

RECEIPT.

Received of James F. Jones the within-named mortgagor, the sum of 2,500.00 and 100.00 DOLLARS, in full satisfaction of the within mortgage.