

MORTGAGE RECORD.

FROM

State of Oklahoma, Tulsa County, ss.

TO

This instrument was filed for record on the 18 day of July, A. D. 1912, at 1 o'clock P. M.

Fees, \$ Seal.

H. W. Walker, Register of Deeds.

By Deputy.

COMPARED

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

THIS INDENTURE, Made this 15th day of July, A. D. 1912, between Sarah Scudder and James Scudder, her husband, of Tulsa County, in the State of Oklahoma, of the first part, and J. W. Holloway, of Tulsa County, in the State of Oklahoma, of the second part.

WITNESSETH, That said parties of the first part, in consideration of Two Hundred and Twenty Dollars (\$220.00), the receipt of which is hereby acknowledged, do hereby presents grant, bargain, sell and convey unto said party of the second part, his heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

Lot seven (7) and eight (8) in block thirteen (13) in the Addition to the City of Tulsa, Oklahoma, according to the recorded plat.

The parties of the first part further agree, that in event this mortgage is foreclosed by reason of the fault on their part, that they agree to pay fifty dollars (\$50.00) additional to the principal amount to be paid in case the case of the said mortgage is foreclosed by legal proceedings.

TO HAVE AND TO HOLD THE SAME unto the said party 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 parties of the first part have this day executed and delivered to said party of the second part, described as follows:

One year after date, for value received, we or either of us promise to pay to the order of J. W. Holloway, Two Hundred and Twenty Dollars at Tulsa, Oklahoma with interest at the rate of 5 per cent per annum, payable annually from date until paid. The interest if not paid when due to become due as principal and bear the same rate of interest, and in case this note is collected by an attorney or his legal proceedings we agree to pay an additional sum of two per cent on the amount of this note as attorney's fee. No. 1 Due July 15, 1913.

Now, if said parties of the first part shall pay or cause to be paid to said party 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 party 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 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 parties of the first part have hereunto set their hands the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, R. E. Berger, Notary Public, in and for said County and State on this 15th day of July, 1912, personally appeared Sarah Scudder and James Scudder, 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 March 11, 1914. R. E. Berger, Notary Public.

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, hereunto set hand, this day of 1912.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the day of A. D. 1912, at o'clock P. M. Fee, \$

Register of Deeds.

RECEIPT.

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