

MORTGAGE RECORD.

FROM

State of Oklahoma, Tulsa County, ss.

COMPARED

TO

This instrument was filed for record on the 27 day of July A. D. 1912 at 8 o'clock A. M.Fees \$ 1.00 Shaw-Walkley
Register of Deeds.By Shaw-Walkley Deputy.

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

THIS INDENTURE, Made this 14th day of July A. D. 1912, between W. H. Black and wife Annie Black of Tulsa County, in the State of Oklahoma, of the first part, and Richard H. Elmore, Guardian of the Person of Leola County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1st of the first part, in consideration of the sum of Seven hundred and 00/100 Dollars (\$700.00), the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 2d of the second part, Leola County, and State of Oklahoma, to-wit: All of block 2 and lots 5, 6, 7, 8, 9, 10, 11 and 12 in Block 3 and lots 13, 14, 15, 16, 17 and 18 in Block three (3) all in Homestead Addition to the Incorporated town of Broken Arrow DOLLARS,

TO HAVE AND TO HOLD THE SAME unto the said part 2d of the second part, Leola County, and State of Oklahoma, 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 W. H. Black and wife Annie Black have this day executed and delivered their certain promissory note, in writing to said part 2d of the second part, described as follows: one note for seven hundred dollars, dated July 14th, 1912, due and payable in five years, with date drawing interest at five per cent per annum with the privilege of paying the same off in one year from date.

Now, if said part 1st of the first part shall pay or cause to be paid to said part 2d of the second part, Leola County, 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 2d 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 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 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, M. P. Lowrey a Notary Public in and for said County and State on this 14th day of July, 1912, personally appeared W. H. Black and Annie Black wife of W. H. Black 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 20th 1913 M. P. Lowrey Notary Public.

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:

That W. H. Black and wife Annie Black of Tulsa County, in the State of Oklahoma, the within-named mortgage in consideration of the sum of 700.00 DOLLARS, to Richard H. Elmore in hand paid, the receipt whereof is hereby acknowledged, do hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto Leola County, and State of Oklahoma, 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 14th day of July 1912.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 14th day of July A. D. 1912, at 8 o'clock A. M. Fee, \$1.00

Register of Deeds.

RECEIPT.

Received of Richard H. Elmore the within-named mortgagor the sum of 700.00 DOLLARS, in full satisfaction of the within mortgage.