

MORTGAGE RECORD.

FROM

State of Oklahoma, Tulsa County, ss.

TO

This instrument was filed for record on the 26 day of July, A. D. 1912, at 4 o'clock P. M.

Fees, \$

By

Deputy.

COMPARED

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

THIS INDENTURE, Made this 25 day of July, A. D. 1912, between Hugh D. McDowell, unmarried, of Tulsa County, in the State of Oklahoma, of the first part, and H. B. Walkley, Register of Deeds, of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said party of the first part, in consideration of five hundred fifty and no/100 dollars,

the receipt of which is hereby acknowledged, do hereby these presents grant, bargain, sell and convey unto said party of the second part, their heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

One undivided one-half interest in, and to the northeast quarter of section twenty and the east half of the southwest quarter of the northeast quarter and the southwest quarter of the southeast quarter of the northeast quarter of section twenty, all in Township twenty (20) north of range thirteen east containing seventy acres more or less.

TO HAVE AND TO HOLD THE SAME unto the said party of the second part, their 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 Hugh D. McDowell has this day executed and delivered a certain promissory note, in writing to said party of the second part, described as follows:

550.00 Tulsa Oklahoma July 25, 1912
On or before the 25th day of January, 1911, after date for value received, I promise to pay to H. B. Walkley, Register of Deeds, or order five hundred fifty and no/100 Dollars at office of E. P. Ruffin, Tulsa, Oklahoma, to bear interest at the rate of 12 per cent annum from maturity, and further hereby agree that if this note is not paid when due, I will pay all costs necessarily for collection including this per cent for attorney fees.

Due Jan 25, 1911.

Now, if said party of the first part shall pay or cause to be paid to said party of the second part, their 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 party 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 party of the first part has hereunto set his hand the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, James B. Rucker, Notary Public, in and for said County and State on this 26th day of July, 1912, personally appeared Hugh D. McDowell, and to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires April 19, 1913. James B. Rucker, 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 has hereunto set his 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 M. Fee, \$

Register of Deeds.

RECEIPT.

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