

MORTGAGE RECORD.

FROM

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 28 day of May A. D. 1912, at 10 o'clock A. M.

Fees, \$.

By

Deputy.

Register of Deeds.

MORTGAGE OF REAL ESTATE.—BANK DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 10723

THIS INDENTURE, Made this 28 day of May A. D. 1912, between

M. J. C. Johnson of Tulsa County, in the State of Oklahoma, of the first part, and J. M. Russell of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part of the first part, in consideration of Seventy-eight (\$78.00) Dollars (\$),

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

East half of east half of S.E. quarter of northeast quarter and east half of west half of east half of southeast quarter of northeast quarter Sec. eighteen (18) Twp. nineteen (19) Range twelve (12) East of Tenth Meridian containing fifteen acres more or less according to M. S. Government survey.

TO HAVE AND TO HOLD THE SAME unto the said part of the second part, 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 M. J. C. Johnson has this day executed and delivered certain promissory note in writing to said part of the second part, described as follows:

Oct. 1st 1910 after date, for value received, I, M. J. C. Johnson, do hereby promise to pay to the order of J. M. Russell seventy-eight Dollars at First Nat. Bank with interest at the rate of 10 per cent per annum payable monthly from date until paid. This interest, if not paid when due, to become as principal and bear the same rate of interest, and in case this note is collected by an attorney or by legal proceedings he agree to pay an additional sum of ten per cent on the amount of this note and attorney's fee.

Now, if said part of the first part shall pay or cause to be paid to said part of the second part, 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 of the second part shall be entitled to the possession of said premises. And the said part 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.

IN WITNESS WHEREOF, The said part of the first part has hereunto set his hand the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, F. A. Hawer, Notary Public, in and for said County and State on this 28th day of May, 1912, personally appeared M. J. C. Johnson and I 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 Feb. 23, 1913.

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 19.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the day of A. D. 19, 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.