

## MORTGAGE RECORD.

FROM

TO

COMPARED

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 19 day of Aug. A. D. 1912, at 9:15 o'clock A. M.

Fees, \$.

By

Deputy.

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

THIS INDENTURE, Made this 16th day of August A. D. 1912, between Osborn A. Morten and Mittie B. Morten of Tulsa County, in the State of Oklahoma, of the first part, and L. B. Pence of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of One thousand Dollars (\$ 1,000.00), the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said party of the second part, Lis heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: The south eighty feet of lot two (2) in Block number (V) North Tulsa said lot fronting on north Chyenne Ave.

DOLLARS

TO HAVE AND TO HOLD THE SAME unto the said party of the second part, Lis 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 their certain promissory note in writing to said party of the second part, described as follows:

Note dated Aug 16th 1912, amt \$1,000.00 favor said L. B. Pence, signed by parties of the first part and drawing interest from date at the rate of 5% per annum

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

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, E. Goodman a Notary Public in and for said County and State on this 16th day of August 1912, personally appeared O. A. Morten and Mittie B. Morten to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that that they free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires July 21 1913. E. Goodman

## ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:

That Osborn A. Morten of Tulsa County, in the State of Oklahoma, the within-named mortgagee in consideration of the sum of One thousand Dollars, to Lis in hand paid, the receipt whereof is hereby acknowledged, do hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto Lis 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 19th day of August 1912.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 19th day of August A. D. 1912, at 9:15 o'clock A. M. Fee, \$.

Register of Deeds.

## RECEIPT.

Received of Lis the within-named mortgagor the sum of One thousand Dollars, in full satisfaction of the within mortgage.