

MORTGAGE RECORD.

FROM

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 26 day
of Aug A. D. 1914, at 9:50 o'clock A.M.
Fees \$

H. W. Weckey
Register of Deeds
By Deputy.

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

THIS INSTRUMENT, Made this 24th day of August A. D. 1914, between William Stiles and Anna Stiles his wife of Tulsa County, in the State of Oklahoma, of the first part, and Cecil Hindman of Marionville, Mo. County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of Two Hundred eighteen Dollars (\$ 218), the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto said party of the second part, her heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

Lots four (4) and five (5) in Block twenty one (21) of the Perry Addition to the City of Tulsa, Oklahoma, according to the recorded plat thereof.

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

One note dated Tulsa, Oklahoma, August 24, 1914, in the sum of two hundred dollars, payable to the order of Cecil Hindman one year after date at the office Hindman & Woodford in Tulsa, Oklahoma, and bearing interest at the rate of ten per cent per annum from date.

Now, if said parties of the first part shall pay or cause to be paid to said party of the second part, her 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 abatement of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma. And agree to pay an attorney fee of \$2.50 in case this *

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands the day and year first above written.

William Stiles
Anna Stiles

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, R. R. Poe 24 day of August 1914, a Notary Public in and for said County and State on this 24 day of August, 1914, personally appeared William Stiles and Anna Stiles his wife 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 2-1-1914

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 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 ha hereunto set 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 DOLLARS, in full satisfaction of the within mortgage.

* mortgagor is foreclosed by such, and agrees to keep the buildings and fixtures insured against loss by fire for at least \$200 in favor of party of the second part