

## MORTGAGE RECORD.

FROM

State of Oklahoma, Tulsa County, ss.

TO

This instrument was filed for record on the 3<sup>rd</sup> day of Sep. A. D. 1912, at 1:40 o'clock P. M.

Fees, \$

By

Deputy.

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

THIS INDENTURE, Made this 15<sup>th</sup> day of August, A. D. 1912, between

William F. Flowers, Nelson Birdie Nelson, his wife, of Tulsa County, in the State of Oklahoma, of the first part, and  
 J. S. Gray, of Missouri County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of

four thousand

Dollars (\$4,000.00),

the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said party of the second part, his heirs and assigns, the following described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:  
 The south twenty-five (25) feet of lot two (2) and all of lot three (3) and the north ten (10) feet of lot four (4) Block one hundred nineteen (119) according to the government survey and plat of the town of Tulsa, in the County of Tulsa and State of Oklahoma, being a piece of ground twenty-five feet by one hundred forty feet (25 x 140)

TO HAVE AND TO HOLD THE SAME unto the said party of the second part, his 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 first parties have this day executed and delivered their certain promissory note in writing to said party of the second part, described as follows:  
 One note of four thousand dollars of even date herewith with eight per cent interest from date due one year after date

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

William F. Flowers, Nelson  
 Birdie Nelson

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me

B. F. Pettus

Notary Public

in and for said County and State on this 15<sup>th</sup> day of August, 1912, personally appeared  
 William F. Flowers, Nelson and Birdie Nelson 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 August 31<sup>st</sup> 1912. Seal George H. Maxwell

## 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 ha hereunto set hand this day of 1912.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 4<sup>th</sup> 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.