

## MORTGAGE RECORD.

FROM

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 24 day of May A. D. 1912, at 9:15 o'clock a. M.

Fees, \$

By

Deputy.

MORTGAGE OF REAL ESTATE.—BANK DODSWORTH BOOK CO., LAWYER, TULSA, OKLA. No. 10738

THIS INDENTURE, Made this 24 day of May A. D. 1912, between T. S. Chambers and Edith C. Chambers of Tulsa County, in the State of Oklahoma, of the first part, and S. P. Brooks of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of Six Hundred Dollars (\$ 600.00),

the receipt of which is hereby acknowledged, do hereby presents grant, bargain, sell and convey unto said party of the second part, heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: All of the north half of the south half of the northwest quarter of section sixteen (16) township thirteen (13) north, range twelve (12) of the Indian Base and meridian in Tulsa County, Oklahoma according to the government survey thereof. DOLLARS,

TO HAVE AND TO HOLD THE SAME unto the said party of the second part, heirs and assigns, together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas said T. S. Chambers and Edith C. Chambers have this day executed and delivered certain promissory note in writing to said party of the second part, described as follows:

One year after date, or on either of us, prompt to pay to the order of S. P. Brooks Six hundred dollars, for value received, negotiable note payable at office of Merchants & Planters Bank Tulsa, Oklahoma, without defalcation or default with interest from date at the rate of seven per cent per annum, until paid, and if the interest be not paid annually to become as principal and the same rate of interest. The Borrowers and endorses severally assume presentation for payment, protest and notice of protest and again payment of this note, and agree that this note may be extended from time to time without notice, to pay attorney fees, court costs and all other expenses incurred in collecting this note, and interest on any part thereof.

Now, if said party of the first part shall pay or cause to be paid to said party 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 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.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, C. R. Adams a Notary Public in and for said County and State on this 20th day of May 1912, personally appeared T. S. Chambers and Edith C. Chambers 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 May 22 1913. C. R. Adams Notary Public.

## ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS: That of Tulsa 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 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.

For value received, I acknowledge satisfaction and payment in full of the within mortgage, and same is hereby released.

Signed and acknowledged before me May 15 1912