

## MORTGAGE RECORD.

FROM

TO

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 24 day of Sept. A. D. 1912, at 8 o'clock P. M.

Fees, \$

By

Deputy.

Register of Deeds.

MORTGAGE OF REAL ESTATE.—BANK OF OKLAHOMA, LEAVENWORTH, KAN. No. 10788

THIS INDENTURE, Made this 22nd day of September, A. D. 1912, between Dorothy J. Martindale and R. M. Martindale, her husband, of Tulsa County, in the State of Oklahoma, of the first part, and R. D. Fuller, of Tulsa County, in the State of Oklahoma, of the second part:

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

Two thousand

Dollars (\$2,000.00),

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

all of Block eight (8) in the Cherokee Heights Second Addition to the City of Tulsa, Oklahoma, according to the official plat thereof, and being a part of the southeast quarter of the southeast quarter of the southeast quarter of Section thirty-two (32) Township twenty-two (22) North, Range thirteen (13) East.

TO HAVE AND TO HOLD THE SAME unto the said party of the second part, their 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, on this day executed and delivered two certain promissory notes in writing to said party of the second part, described as follows:

First note of even date herewith, executed by Dorothy J. Martindale and R. M. Martindale, and payable to R. D. Fuller, on demand from date, with interest at the rate of eight per cent (8%) per annum from date until paid.

One note of even date herewith, executed by Dorothy J. Martindale and R. M. Martindale, and payable to R. D. Fuller, ten years from date, with interest at the rate of eight per cent (8%) per annum from date until paid.

Now, if said parties of the first part shall pay or cause to be paid to said party of the second part, their heirs or assigns, said sum of money in the above-described notes 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 hands the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, the undersigned, in and for said County and State on this 23rd day of September, 1912, personally appeared Dorothy J. Martindale and R. M. Martindale, her husband, 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

July 7th 1911

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:

That, in consideration of the sum of \_\_\_\_\_ Dollars, in the State of Oklahoma, the within-named mortgagee, \_\_\_\_\_ 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, \_\_\_\_\_ 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.