

MORTGAGE RECORD.

COMPALED

FROM

TO

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 26 day of Sept A. D. 1912, at 2:45 o'clock P. M.

Fees, \$.

By

Deputy.

Register of Deeds.

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

THIS INDENTURE, Made this 26th day of September A. D. 1912, between Rachel G. Brady, wife of W. T. Brady, and husband of Tulsa County, in the State of Oklahoma, of the first part, and P. R. Payne of Saint Louis, Missouri County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part of the first part, in consideration of One thousand (\$1,000.00) Dollars (\$1,000.00),

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

All that part of lot numbered eighty in Block numbered sixty in Tulsa Oklahoma, which lies north of a line drawn one hundred feet north of the south line of said lot eight and parallel with said south line, it being the intention hereby to convey a rectangular tract of ground 47' x 90' having a frontage of 47 feet on Archer.

TO HAVE AND TO HOLD THE SAME unto the said part 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 Rachel G. Brady, W. T. Brady have this day executed and delivered 1 certain promissory note in writing to said part of the second part, described as follows:

\$1,000.00 Tulsa Oklahoma September 26th 1912
payable 12th 1913 after date and promise to pay to the order of
P. R. Payne one thousand dollars at Tulsa Oklahoma with six
per cent interest per annum from date value received.

Rachel G. Brady
W. T. Brady

Now, if said part of the first part shall pay or cause to be paid to said part 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 part of the second part shall be entitled to the possession of said premises. And the said part 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 part of the first part have hereunto set their hands the day and year first above written.

Rachel G. Brady seal
W. T. Brady seal

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, Frank M. Rodolf Notary Public
in and for said County and State on this 26th day of September, 1912, personally appeared Rachel G. Brady and W. T. Brady, wife and 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 4-12-1913, 1913 Seal Frank M. Rodolf
Notary Public.

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 has 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 and _____ the sum of _____ DOLLARS, in full satisfaction of the within mortgage.