

## MORTGAGE RECORD.

COMPLAINED

FROM

TO

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 1 day  
of Oct, A. D. 1912, at 2:30 o'clock P. M.

Fee, \$.

By

Deputy.

MORTGAGE OF REAL ESTATE.—SAML. HODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 10788

THIS INDENTURE, Made this 29th day of Sept, A. D. 1912, between  
John Bacon of Tulsa County, in the State of  
 Oklahoma, of the first part, and L. S. Miller of Tulsa County, in the State of  
 Oklahoma, of the second part:

WITNESSETH, That said part 1 of the first part, in consideration of the sum of Two thousand  
and no Dollars (\$2000),  
 the receipt of which is hereby acknowledged, do hereby presents grant, bargain, sell and convey unto said part 2 of the second part, his heirs and  
 assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

The west one-half of the southeast quarter of section 17,  
township 19 Range 12 east of Indian Meridian in said County DOLLARS

TO HAVE AND TO HOLD THE SAME unto the said part 2 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 2nd Party  
 has this day executed and delivered to said part 1 of the first part, certain promissory notes in writing to said part 2 of the second part, described as follows:

One note for \$100.00 due Jan'y 1st 1912. One note for \$400.00 due  
Jan'y 1st 1913. One note for \$100.00 due Jan'y 1st 1914. One note for \$500.00  
due Jan'y 1st 1915. One note for \$500.00 due Jan'y 1st 1916. Said five  
notes dated Sept 29, 1912 and each bears 12% interest from date  
until paid. This day gives all the purchase money for above  
described land.

Now, if said part 1 of the first part shall pay or cause to be paid to said part 2 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 2 of the second part shall be entitled to the possession  
 of said premises. And the said part 1 of the first part for said consideration do hereby expressly waive an appraisal of said real estate and all benefit of the home-  
 stead exemption and stay laws of the State of Oklahoma.

IN WITNESS WHEREOF, The said part 1 of the first part has hereunto set his hand the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, Lolo Carroll Miller Notary Public  
 in and for said County and State on this 1st day of October, 1912, personally appeared  
John Bacon and  
 to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as  
his free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires Oct. 16, 1913. Lolo Carroll Miller Notary Public

## ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:  
 That John Bacon of Tulsa County,  
 in the State of Oklahoma, the within-named mortgagee, in consideration of the sum of 2000  
and no DOLLARS,  
 to L. S. Miller in hand paid, the receipt whereof is hereby acknowledged, do hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto

his 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 his hand this 1st day of October, 1912.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 1 day of October, A. D. 1912, at 2:30 o'clock P. M. Fee, \$.

Register of Deeds.

## RECEIPT.

Received of L. S. Miller the within-named mortgagee the sum of 2000  
and no DOLLARS,  
 In full satisfaction of the within mortgage.