

MORTGAGE RECORD.

FROM
TREASURER'S ENDORSEMENT

I hereby certify that I received
\$600 and issued Receipt No. 523
therefor in payment of mortgage tax on the
within mortgage.
Dated this 18 day of June 1912
J. L. Breamer
County Treasurer

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 7 day
of Oct A. D. 1912, at 1 o'clock P. M.
Fees, \$.

By _____ Deputy.

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

THIS INDENTURE, Made this 5th day of October A. D. 1912, between J. A. Bearman & Alice T. Bearman, his wife & Frederick B. Righter & Amy A. Righter his wife all of Broken Arrow County, in the State of Oklahoma, of the first part, and James E. Miller, Guardian of Virgie Schilders a minor of Broken Arrow County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of
Twenty Hundred (\$2000) Dollars (\$2000),
the receipt of which is hereby acknowledged, do hereby by these presents grant, bargain, sell and convey unto said part of the second part, his successors, heirs and assigns, the following-described Real Estate, situated in _____ County, and State of Oklahoma, to-wit:

The East One Half (1/2) of the North West Quarter (1/4) of Section Thirty-five
(35) Township Nineteen (19) North Range; Thirteen East, Containing
80 acres more or less

TO HAVE AND TO HOLD THE SAME unto the said part of the second part, his successors, 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 J. A. Bearman, Alice T. Bearman, Frederick B. Righter and Amy A. Righter have this day executed and delivered One certain promissory note in writing to said part of the second part, described as follows: dated Broken Arrow, Okla. October 5, 1912, executed for the sum of \$1200.00 together with interest thereon at the rate of 8% per annum, interest payable annually, due five years after the date hereof and payable to the order of James E. Miller, Guardian of Virgie Schilders, a minor. It is expressly understood and agreed by and between the mortgagors and the mortgagee herein that said parties of the first part shall have the privilege of paying the sum of \$300 in any multiple thereof on said mortgage debt at any interest payable date and that the interest on any such amounts so paid shall thereafter cease.

Now, if said part of the first part shall pay or cause to be paid to said part of the second part, his successors, 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 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, A. L. Laws
in and for said County and State on this 5th day of October 1912, personally appeared J. A. Bearman & Frederick B. Righter and Amy A. Righter 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 March 28 1913. (seal)

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:

That _____ of _____ County, in the State of Oklahoma, the within-named mortgagee, 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, do hereby 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.

State of Oklahoma, Muskogee County, ss.
 Before me, Blalla C. Moore, a notary public in and for said County and State on this 6th day of October, 1912, personally appeared Alice T. Bearman, wife of J. A. Bearman, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.
 My commission expires July 26-1912.

J. A. Bearman, Alice T. Bearman, Frederick B. Righter and Amy A. Righter