

## MORTGAGE RECORD.

COMPARED

FROM

State of Oklahoma, Tulsa County, ss.

TO

This instrument was filed for record on the 17 day of Dec A. D. 1912, at 2:15 o'clock P. M.

Fees, \$.

By

Deputy.

Register of Deeds.

MORTGAGE OF REAL ESTATE.—SAML BODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 19788

THIS INDENTURE, Made this 22nd day of June A. D. 1912, between Sarah Fairlee of Tulsa County, in the State of Oklahoma, of the first part, and Ethel R. Lillis of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part of the first part, in consideration of Eleven hundred Dollars (\$1,100.00), the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part of the second part, her heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

The southerly fifty (50) feet of lot five (5) in Block one hundred and forty six (146) in the City of Tulsa, Oklahoma according to the Government plat thereof being fifty (50) feet by one hundred and forty (140) feet.

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

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas said Sarah Fairlee has this day executed and delivered and certain promissory note in writing to said part of the second part, described as follows:

Note of \$1,100.00 dated June 22, 1912. Due June 22, 1913. Bearing 5 per cent interest per annum from date until paid.

Now, if said part of the first part shall pay or cause to be paid to said part of the second part, her 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 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 part of the first part has hereunto set her hand the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, C. W. Singleton, Notary Public in and for said County and State on this 22 day of June, 1912, personally appeared Sarah Fairlee and her free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires Dec 12, 1914 Seal.

## ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:

That, of Tulsa 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 her 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 her 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.