

MORTGAGE RECORD.

FROM

State of Oklahoma, Tulsa County, ss.

COMPARED

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

By Seal W. A. Reynolds
Register of Deeds.
Deputy.

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

THIS INDENTURE, Made this 1st day of June A. D. 1912, between Ed. Simmons, a single man, of Tulsa County, in the State of Oklahoma, of the first part, and E. J. Hayward of Marion County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part y of the first part, in consideration of Five thousand Dollars (\$ 5000.00), the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part y of the second part, his heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

The north fifty (50) feet of lot three (3) in Block one hundred forty nine (149) more particularly described as a plat of land fifty (50) by one hundred forty (140) feet, having a frontage of fifty (50) feet on Main Street, and a depth of one hundred forty (140) feet to an alley, and adjoining lot two (2) with a uniform width of fifty (50) feet in the town (subdiv.) of Tulsa, Oklahoma according to the Government plat and survey thereof.

TO HAVE AND TO HOLD THE SAME unto the said part y 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 Ed. Simmons has this day executed and delivered two certain promissory notes in writing to said part y of the second part, described as follows:

One note for (\$3000.00) dated 1st day of June 1910 due twelve months from date with interest at the rate of eight percent per annum.
One note for (\$3000.00) dated 1st day of June 1910 due twenty-four months from date, with interest at the rate of eight percent per annum.

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

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, the undersigned a Notary Public in and for said County and State on this 1st day of June, 1912, personally appeared Ed. Simmons and his 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 June 15th 1913. Seal W. A. Reynolds
Notary Public.

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:

That Ed. Simmons of Tulsa County, in the State of Oklahoma, the within-named mortgage in consideration of the sum of 5000.00 Dollars, to his 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 June 1912.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 2 day of June A. D. 1912, at 2 o'clock P. M. Fee, \$ 10

Register of Deeds.

RECEIPT.

Received of Ed. Simmons the within-named mortgagor the sum of 5000.00 Dollars, in full satisfaction of the within mortgage.