

MORTGAGE RECORD.

COMPLETED

FROM

State of Oklahoma, Tulsa County, ss.

TO

This instrument was filed for record on the 21 day of Oct A. D. 1912, at 9:45 o'clock A. M.

Fees, \$.

Seaf. H. L. Mackay
Register of Deeds.
By Deputy.

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

THIS INDENTURE, Made this 25th day of August A. D. 1912, between William Stiles and Annie Stiles of Tulsa County, in the State of Oklahoma, of the first part, and Spire Berry of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part of the first part, in consideration of four hundred & no/100

Dollars (\$ 400.00),

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:

Lot 4 and 5 in Block twenty one (21) in the Berry addition to the City of Tulsa, Okla. as per recorded plat thereof. (This is a second mortgage, subject to a prior mortgage of two hundred and eighty DOLLARS, held by H. L. Mackay, of Tulsa, Oklahoma, executed on the 25th day of August, 1912.)

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 part of the second part, described as follows:

Forty notes dated Tulsa, Okla. Sept. 1, 1911, having a face value of ten (\$10.00) & 100 dollars aggregating four hundred (\$400.00) & 00/100. Each note bearing 8% interest from date payable to Spire Berry and signed by William Stiles and Annie Stiles and returning due one month from date, two months, three months, four months and the remainder falling due on the 1st day of each month consecutively until the fortieth note has expired. And it is hereby provided that the maker of these notes shall pay an attorney fee of ten (\$10.00) dollars for notes fallen due and sued upon by an attorney.

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 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 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 their hand the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me,

R. R. Poe

Notary Public

in and for said County and State on this 24th day of August, 1912, personally appeared William Stiles and Anna Stiles, and they 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

2-1

10-14-12

R. R. Poe

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:

That, in the State of Oklahoma, the within-named mortgage in consideration of the sum of

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

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 mortgagee the sum of DOLLARS, in full satisfaction of the within mortgage.

For value received, I acknowledge satisfaction and payment in full of the within mortgage, and same is hereby released.
 Spire Berry
 Signed and acknowledged before me
 Jan 4 - 1912
 H. L. Mackay
 Register of Deeds