

MORTGAGE RECORD.

COMPLETED

FROM

TO

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 22 day
of Oct, A. D. 1914, at 8 o'clock A. M.

Fees, \$.

H. C. Walkey
Register of Deeds
(seal)

By Scher Deputy.

MORTGAGE OF REAL ESTATE.—SAML DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 19783

THIS INDENTURE, Made this 21st day of October, A. D. 1914, between Scher, his wife, of Tulsa County, in the State of Oklahoma, of the first part, and Hattie Ryates Emma Black, of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That, said parties of the first part, in consideration of Seventeen Hundred and 20/100 Dollars (\$1700) the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said parties of the second part, their heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

The west half of the Southeast quarter and the Southeast quarter of the Southeast quarter of Section Fourteen (14), Township Eight (8) North Range, Thirteenth (13) East, Containing 30 acres more or less according to the United States survey thereof

TO HAVE AND TO HOLD THE SAME unto the said parties of the second part, their 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 Herman Scher & Sophie Scher his wife had this day executed and delivered one certain promissory note in writing to said parties of the second part, described as follows: Dated at Broken Arrow, Oklahoma, October 21, 1914 for \$1200.00 due January 1, 1916 with interest after January 1-1911, at the rate of Eight per Cent per annum until paid, payable annually; with franchise and interest payable at the Arkansas Valley State Bank, Broken Arrow, Oklahoma.

(It is understood and agreed by the parties hereto that this mortgage is given subject to a second mortgage on said above described land.)

Now, if said parties of the first part shall pay or cause to be paid to said parties of the second part, their 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 parties of the second part shall be entitled to the possession of said premises. And the said parties 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 hand the day and year first above written.

Herman Scher
Sophie Scher

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, A. M. Laws Notary Public, in and for said County and State on this 21st day of October, 1914, personally appeared Herman Scher and Sophie Scher 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 2/23/1914 1914 (seal)

A. M. Laws
Notary Public

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:

That, of County, in the State of Oklahoma, the within-named mortgage in consideration of the sum of 1700 and 20/100 DOLLARS, to in hand paid, the receipt whereof is hereby acknowledged, do hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto their 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 ha hereunto set their hand this 22nd day of October, 1914.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 22nd day of October, A. D. 1914, at 8 o'clock A. M. Fee, \$.

Register of Deeds.

RECEIPT.

Received of the within-named mortgagor the sum of 1700 and 20/100 DOLLARS, in full satisfaction of the within mortgage.