

MORTGAGE RECORD.

FROM

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 25 day of Oct. A. D. 1912, at 3 o'clock P. M.

Fees, \$.

By

Deputy.

Register of Deeds.

COMPARED

TO

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

THIS INDENTURE, Made this 17th day of October, A. D. 1912, between S. M. Russell, my Fannie Russell, 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 and fifty dollars (\$450.00), 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 10, Block 20, in the City of Tulsa, as per recorded plat thereof. DOLLARS,

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 S. M. Russell, my Fannie Russell, has this day executed and delivered to said part of the second part, described as follows:

Forty-five promissory notes, dated Tulsa, Okla. Oct. 17th, 1912, having a face value of ten (\$10) dollars each, aggregating four hundred and fifty (\$450.00) dollars bearing interest at the rate of six (6) per cent. per annum, payable to Spire Berry, and signed by S. M. Russell, my Fannie Russell, and Spire Berry, and each note is payable in three (3) months and the remainder falling due on the 17th of each month thereafter, until the forty-fifth note is paid, and each note is hereby acknowledged and provided that the makers of these notes shall pay an attorney's fee of ten (\$10) dollars for each note when a part is paid by an attorney after they have fallen due.

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 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 of the first part has hereunto set their hands the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, Jessie H. Yeager, Notary Public, in and for said County and State on this 17th day of October, 1912, personally appeared S. M. Russell, and Fannie Russell, 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 Jan. 3, 1914. Jessie H. Yeager.

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, 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, ha hereunto 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.