

## MORTGAGE RECORD.

CONTAINED

FROM

TO

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 28<sup>th</sup> day of Oct. A. D. 1912, at 4<sup>10</sup> o'clock P. M.

Fees, \$

By

Deputy.

Register of Deeds.

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

THIS INDENTURE, Made this 28<sup>th</sup> day of October, 1912, between R. P. Neilson, of Tulsa County, in the State of Oklahoma, of the first part, and R. L. Harney, of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part of the first part, in consideration of the sum of Eighty three and 1/2 Dollars (\$83.50), the receipt of which is hereby acknowledged, do hereby presents grant, bargain, sell and convey unto said part of the second part, his heirs and assigns, the following-described Real Estate, situated in the County of Tulsa, County, and State of Oklahoma, to-wit:

All of lot one (1) in Block five (5) Brady Heights Addition to the City of Tulsa according to the original Survey and plat thereof.

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 R. P. Neilson and Lillian Neilson, his wife, had this day executed and delivered to said part of the second part, a certain promissory note, in writing to said part of the second part, described as follows: \$83.50 Tulsa Okla. October 27<sup>th</sup> 1912 Twelve months after date not payable to pay to the order of R. L. Harney, Eighty three and 1/2 Dollars at Tulsa Okla. Value received on the interest for 5% per cent per annum.

One 10-27-1911

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 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 their hand the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, Frank F. Coulter, Notary Public, in and for said County and State on this 28<sup>th</sup> day of October, 1912, personally appeared R. P. Neilson and Lillian Neilson, 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. Witness my hand and official seal the day and year above written. Frank F. Coulter, Notary Public. My commission expires April 14, 1913.

## 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 \_\_\_\_\_ 19\_\_\_\_.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the \_\_\_\_\_ day of \_\_\_\_\_ A. D. 19\_\_\_\_, 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.