

MORTGAGE RECORD.

COMPARED

FROM

TO

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 19 day of Nov A. D. 1912, at 2 o'clock P. M.

Fees, \$

By

Deputy.

MORTGAGE OF REAL ESTATE.—SAMUEL DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 19788

THIS INDENTURE, Made this 19th day of November A. D. 1912, between Hattie R. Yates and E. M. Yates, her husband, of Tulsa County, in the State of Oklahoma, of the first part, and The Arkansas Valley State Bank of Broken Arrow, Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of One thousand (\$1,000.00) Dollars (\$), the receipt of which is hereby acknowledged, do hereby present, grant, bargain, sell and convey unto said party of the second part, its successors and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

The north half of the southeast quarter of section 30, township eighteen North range 14 East except one acre reserved for a school house in the southeast corner of said described land

TO HAVE AND TO HOLD THE SAME unto the said party of the second part, its successors 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 Hattie R. Yates of E. M. Yates her husband had this day executed and delivered one certain promissory note in writing to said party of the second part, described as follows: *Noted at Broken Arrow Oklahoma November 1912 for \$1,000.00 due November 1, 1913 with interest after date at 8% per annum interest payable annually. Said Bank reserve the right to pay same in full on any interest-paying date when interest shall come. Note is payable to Broken Arrow, Oklahoma.*

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

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, Thomas Blair, Notary Public in and for said County and State on this 19th day of November, 1912, personally appeared Hattie R. Yates and E. M. Yates her husband 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 Aug 31 1911. Notary Public

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:

That, of Tulsa 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 has 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 mortgagee the sum of and DOLLARS, in full satisfaction of the within mortgage.