

MORTGAGE RECORD.

FROM

State of Oklahoma, Tulsa County, ss.

COMPARED

TO

This instrument was filed for record on the 15 day
of Nov. A. D. 1912, at 9:00 o'clock A. M.

Fees, \$...

By *Leg. H. H. H. H. H.* Register of Deeds.
Deputy.

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

THIS INDENTURE, Made this 15 day of October, A. D. 1912, between
J. F. Miles and Georgia E. Miles, husband and wife, of Tulsa County, in the State of
Oklahoma, of the first part, and W. L. Whitten, of 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
Two thousand and no/100 Dollars (\$2,000.00),
the receipt of which is hereby acknowledged, do hereby by these presents grant, bargain, sell and convey unto said party of the second part, his heirs and
assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

Lot and 0.12 Block four (4) of Highland addition to the
City of Tulsa, Oklahoma, according to the recorded plat
thereof.

TO HAVE AND TO HOLD THE SAME unto the said party 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 J. F. Miles and Georgia E. Miles
have this day executed and delivered forty certain promissory notes in writing to said party of the second part, described as follows:

Forty certain promissory notes, in the sum of fifty dollars (\$50.00) each, all dated October 1st 1912, and one due November 1st 1912 and one due on the first day of each month thereafter up to and including the first day of February 1914, all of said notes bearing interest at the rate of eight per cent per annum from date until paid.

Now, if said parties of the first part shall pay or cause to be paid to said party 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 party 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 appraisement 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 hands the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, C. R. Adams, Notary Public
in and for said County and State on this 14th day of November, 1912, personally appeared
J. F. Miles and Georgia E. Miles, husband and 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 May 22, 1913. Leg. C. R. Adams, 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 _____ 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.