

MORTGAGE RECORD.

FROM

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 12 day
of Nov. A. D. 1912, at 11:25 o'clock A. M.

Fees, \$

By

Deputy.

Register of Deeds.

MORTGAGE OF REAL ESTATE.—SAML DODD WORTH BOOK CO., LEAVENWORTH, KAN. No. 19788

THIS INDENTURE, Made this 9th day of November, A. D. 1912, between James Helton and Peggie Helton his wife of Tulsa County, in the State of Oklahoma, of the first part, and Mary Ford of St. Louis, Mo. 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 Hundred seventy five and no/100 Dollars (\$175), the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said party of the second part, her heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

Lot four (4) in Block Seventeen (17) in the Owen Addition of the City of Tulsa, Oklahoma, according to the amended plat thereof dated April 25 1907, and duly filed for record.

TO HAVE AND TO HOLD THE SAME unto the said party of the second part, her heirs and assigns, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas said James Helton and Peggie M. Helton his wife have this day executed and delivered their certain promissory note in writing to said party of the second part, described as follows: \$175 Tulsa, Oklahoma November 7, 1910. One year, after date, for value received. I, we or either of us promise to pay to the order of Mary Ford One hundred seventy five and no/100 Dollars at Tulsa, Okla. with interest at the rate of ten percent per annum payable annually from maturity until paid. The interest if not paid when due to become as principal and bear the same rate of interest and in case this note is collected by an attorney or by legal proceedings we agree to pay an additional sum of ten dollars and ten percent on the amount of this note as attorney's fee. Witness to marks of James Helton and Peggie M. Helton.

Now, if said parties of the first part shall pay or cause to be paid to said party of the second part, her 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 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 parties of the first part have hereunto set their hand the day and year first above written.

Witness to marks of James Helton
Joseph B. Bartlett, Percy Collins

James Helton
Peggie M. Helton

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, Mabel Hallis, a Notary Public in and for said County and State on this 10th day of November, 1912, personally appeared James Helton and Peggie M. Helton his wife to me known to be the identical person 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 Sept 23 1913. Mabel Hallis, 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 their 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.