

MORTGAGE RECORD.

FROM

State of Oklahoma, Tulsa County, ss.

TO

This instrument was filed for record on the 17 day
of Nov. A. D. 1912, at 11:22 o'clock A. M.

Fees, \$

By

Deputy.

MORTGAGE OF REAL ESTATE—BANK, BODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 10788

THIS INDENTURE, Made this 14th day of November, A. D. 1912, between Wm. J. Penington and Alice Penington, his wife, of Dawson, Tulsa County, in the State of Oklahoma, of the first part, and Elmina Jones, of Dawson, Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of

One hundred and no/100 Dollars (\$100.00), the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto said party of the second part, her heirs and assigns, the following-described Real Estate, situated in Dawson, Tulsa County, and State of Oklahoma, to-wit:

Lot No. eleven (11) and twelve (12) in Block No. twenty seven (27) in the town of Dawson, Oklahoma, with all improvements thereon, according to the amended plat thereof. DOLLARS,

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 anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas said Wm. J. Penington and Alice Penington, his wife, have this day executed and delivered one certain promissory note, in writing to said party of the second part, described as follows:

One year after date we promise to pay to Elmina Jones One hundred and no/100 Dollars, for value received, negotiable and payable without defalcation or discount and with interest from date at the rate of 5 per cent per annum and if the interest be not paid annually to become as principal and bear the same rate of interest No. 1. Due Nov. 14th 1911. signed

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 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 parties of the first part have hereunto set their hand and the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me,

Geo. S. Rhyme, Notary Public, in and for said County and State on this 14th day of November, 1912, personally appeared Wm. J. Penington and Alice Penington (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.

My commission expires

March 10, 1913.

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 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 have 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 DOLLARS, in full satisfaction of the within mortgage.

Per value received, I acknowledge satisfaction and payment in full of the within mortgage, and same is hereby released.

Signed and acknowledged before me Elmina Jones, 11/14/12