

MORTGAGE RECORD.

FROM

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 21 day
of Nov A. D. 1912, at 8 o'clock a M.

Fees, \$

By

Deputy.

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

THIS INDENTURE, Made this 2nd day of November A. D. 1912, between Alice Brooks and W.T. Brooks her husband of Tulsa County, in the State of Oklahoma, of the first part, and Lida B. Work of Shannon 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 Dollars (\$1000), 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 number fourteen in Block number forty two in the town of Broken Arrow 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 any wise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas said Alice Brooks and W.T. Brooks have this day executed and delivered one certain promissory note in writing to said party of the second part, described as follows: one \$1000.00 note, dated Nov. 2, 1912, due one year after date, without demand, notice or protest, and either of us or our principal promise to pay to the order of Lida B. Work One thousand \$1000.00 Dollars for value received, negotiable and payable, and with interest from date at the rate of 10 per cent per annum until paid. Payable at the First National Bank of Broken Arrow, Okla. If the interest is not paid annually it shall become a part of the principal and bear the same rate of interest. The maker, sureties and endorser of this demand, notice of protest and agree to let the time of payment be extended without our consent from time to time, until paid. And we agree to pay the same in full when due. Now, if said party 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 hands the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, F. S. Hurd Notary Public in and for said County and State on this 2nd day of November, 1912, personally appeared Alice Brooks and W.T. Brooks 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

KNOW ALL MEN BY THESE PRESENTS:

That one of one County, in the State of Oklahoma, the within-named mortgage one in consideration of the sum of one DOLLARS, to one in hand paid, the receipt whereof is hereby acknowledged, do hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto her 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 her hand this 21 day of Nov 1912.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 21 day of Nov A. D. 1912, at 8 o'clock a M. Fee, \$

Register of Deeds.

RECEIPT.

\$ 1000 Received of Alice Brooks and W.T. Brooks the within-named mortgagor the sum of one DOLLARS, in full satisfaction of the within mortgage.