

MORTGAGE RECORD.

COMPARED

FROM

TO

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 1st day of Dec A. D. 1912, at 8:10 o'clock A. M.

Fees, \$

By

Deputy.

Register of Deeds.

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

THIS INDENTURE, Made this 23rd day of November A. D. 1912, between Albert A. Taylor and Lillie L. Taylor, husband and wife of Tahlequah of Cherokee County, in the State of Oklahoma, of the first part, and Fortner Washburn of Tahlequah of Cherokee County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of Nine hundred and fifty four Dollars (\$954.00),

the receipt of which is hereby acknowledged, do hereby presents grant, bargain, sell and convey unto said parties of the second part, their heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: N.W. 1/4 of N.W. 1/4 and W. 1/2 of N.W. 1/4 of Section 22 and N.W. 1/4 of N.W. 1/4 of Section 23, all in Township 22 North, Range 14 East, containing fifty acres more or less DOLLARS.

TO HAVE AND TO HOLD THE SAME unto the said parties of the second part, their heirs and assigns, together with all and singular the tenements, hereditaments and appurtenances therunto belonging, or in anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas said Albert A. Taylor and Lillie L. Taylor have this day executed and delivered one certain promissory note in writing to said parties of the second part, described as follows: Amount nine hundred and fifty four dollars (\$954.00) interest eight per cent after maturity payable Jan. 1st 1911

Now, if said parties of the first part shall pay or cause to be paid to said parties of the second part, their 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 parties 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, Cherokee COUNTY, ss.

Before me, W. L. Johns a Notary Public in and for said County and State on this 23rd day of November 1912, personally appeared Albert A. Taylor and Lillie L. Taylor and 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 June 14th 1914. W. L. Johns Notary Public

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS: That Fortner Washburn of Tulsa County, in the State of Oklahoma, the within-named mortgagee, in consideration of the sum of 954.00 DOLLARS, to Albert A. Taylor and Lillie L. Taylor in hand paid, the receipt whereof is hereby acknowledged, do hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto their 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 his hand this 23rd day of November 1912.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 1st day of Dec A. D. 1912, at 8:10 o'clock A. M. Fee, \$

Register of Deeds.

RECEIPT.

Received of Fortner Washburn the within-named mortgagee the sum of 954.00 DOLLARS, in full satisfaction of the within mortgage.