

MORTGAGE RECORD.

FROM

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 20 day
of Dec A. D. 1912, at 8 o'clock A. M.

Fees, \$.

By *Seaf* *H. C. Walkey*
Register of Deeds.
Deputy.

MORTGAGE OF REAL ESTATE.—BANK DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 19783

THIS INDENTURE, Made this 15th day of December A. D. 1912, between *Chas. Holloway* of *Tulsa, Tulsa* County, in the State of Oklahoma, of the first part, and *Exchange National Bank* of *Tulsa, Tulsa* County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part of the first part, in consideration of *Three hundred fifteen* Dollars (\$ *315.00*), the receipt of which is hereby acknowledged, do hereby these presents grant, bargain, sell and convey unto said part of the second part, its heirs and assigns, the following-described Real Estate, situated in *Tulsa* County and State of Oklahoma, to-wit: *lots seven (7) to twelve (12) inclusive in Block one (1) and lots one to six (1 to 6) inclusive in Block three (3) all in City of Tulsa, Oklahoma, additional to the City of Tulsa, according to the recorded plat thereof.* DOLLARS,

The above property is not a homestead and has never been used as such.

TO HAVE AND TO HOLD THE SAME unto the said part of the second part, its 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 *Chas. Holloway & Laura Holloway* have this day executed and delivered *a* certain promissory note in writing to said part of the second part, described as follows:

One note of \$315.00 with interest at 10% per annum from maturity payable 3 months after date to the Exchange National Bank of Tulsa, Oklahoma, and bearing even date herewith, signed by Chas. Holloway, Laura Holloway & W. C. Holloway.

Now, if said part of the first part shall pay or cause to be paid to said part of the second part, its 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 part of the second part shall be entitled to the possession of said premises. And the said part 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 part of the first part have hereunto set *his* hand the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, *Ben R. Cross* Notary Public
in and for said County and State on this 17th day of December 1912, personally appeared *Chas. Holloway* and *Laura Holloway* 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 March 5 1913 *Ben R. Cross* Notary Public.

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS: That of *Tulsa* County, in the State of Oklahoma, the within-named mortgage in consideration of the sum of *315.00* and *315.00* DOLLARS, to *Exchange National Bank* 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 *his* hand this *17th* day of *December* 1912.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the *17th* day of *December* A. D. 1912, at *8* o'clock *P. M.* Fee, \$.

Register of Deeds.

RECEIPT.

Received of *Exchange National Bank* the within-named mortgagee the sum of *315.00* DOLLARS, in full satisfaction of the within mortgage.