

MORTGAGE RECORD.

FROM

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 23 day
of Dec. A. D. 1912, at 2 o'clock P. M.Fees, \$... *Shenckley*
Register of Deeds.By *Shenckley* Deputy.

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

THIS INDENTURE, Made this 23rd day of December, A. D. 1912, between *George W. Foreman and Jessie M. Foreman his wife* of *Tulsa* County, in the State of Oklahoma, of the first part, and *Hammer S. Russell* of *Tulsa* County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of *three hundred* Dollars (\$ *300.00*), the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said party of the second part, *his* heirs and assigns, the following described Real Estate, situated in *Tulsa* County, and State of Oklahoma, to-wit:

The easterly forty (40) feet of lot five (5) in block one hundred twenty (120) of the city of Tulsa, Oklahoma, the same being a part of ground known as the "Hawkins" tract, situate on the south fourth St. in said city of Tulsa, Oklahoma.

TO HAVE AND TO HOLD THE SAME unto the said party of the second part, *his* 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 *George W. Foreman and Jessie M. Foreman* have this day executed and delivered *their* certain promissory note in writing to said party of the second part, described as follows: *Three hundred (\$300.00) Dollars, payable one year after date, value received, we promise to pay to Hammer S. Russell or order three hundred dollars as follows: Oklahoma. To bear interest at the rate of 10 percent per annum from date. And further hereby agree that if the note is not paid in full on or before the date of maturity, then the note shall become due and payable at once, together with all interest thereon, including ten percent for attorney's fees.* *Dec 22, 1912* signed *George W. Foreman* and *Jessie M. Foreman*

Now, if said parties of the first part shall pay or cause to be paid to said party of the second part, *his* 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, *Wm. Grimes* Notary Public
in and for said County and State on this 23rd day of December, 1912, personally appeared *George W. Foreman* and *Jessie M. Foreman 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 *Feb. 19* 1913. *Wm. Grimes* Notary Public

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:

That *George W. Foreman and Jessie M. Foreman* of *Tulsa* County, in the State of Oklahoma, the within-named mortgage, in consideration of the sum of *three hundred* Dollars, to *Hammer S. Russell* in hand paid, the receipt whereof is hereby acknowledged, do hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto *his* 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 has hereunto set *his* hand this 23rd day of December, 1912.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 23rd day of December, A. D. 1912, at 2 o'clock P. M. Fee, \$...

Register of Deeds.

RECEIPT.

Received of *George W. Foreman and Jessie M. Foreman* the within-named mortgagor the sum of *three hundred* Dollars, in full satisfaction of the within mortgage.