

MORTGAGE RECORD.

COMPARED
TO

FROM

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 30 day
of Dec A. D. 1912, at 8 o'clock A. M.

Fees, \$

By Seaf Deputy,
H. C. Hensley,
Register of Deeds.

MORTGAGE OF REAL ESTATE.—BANK, BODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 10785

THIS INDENTURE, Made this 20th day of November A. D. 1912, between
F. F. Bales and Alice Bales his wife of Wagoner County, in the State of
Oklahoma, of the first part, and L. A. Brown of Tulsa County, in the State of
Oklahoma, of the second part:

WITNESSETH, That said party of the first part, in consideration of the sum of Twelve Hundred Dollars (\$1200.00), 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:
all that part of the west half of the northeast quarter of Section ten
town 18 north range four east lying north of the right of way
of the Missouri, Kansas and Oklahoma Railway except a strip for
the street side six feet wide and lying along the west line of the
above described land

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 F. F. Bales and Alice Bales have this day executed and delivered to said party of the second part, a certain promissory note, in writing to said party of the second part, described as follows:
\$1200.00 Bales and Alice Bales to L. A. Brown one year after date, without demand, notice or protest, we or either of us as principal, promise to pay to the order of L. A. Brown Twelve Hundred Dollars for value received, and to be paid payable with interest from date at the rate of 10 per cent per annum until paid. Payable at the First National Bank of Oklahoma City. If the interest is not paid quarterly it shall become a part of the principal and bear the same rate of interest. The maker and endorser herein make no time and protest and agree to let the time of payment be extended without our consent for as long a time as shall be paid. In case this note is placed in the hands of an attorney for collection, we agree to pay additional \$5.00 attorneys fee. F. F. Bales, Alice Bales.

Now, if said party 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 party 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 party of the first part have hereunto set their hands the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, W. W. Vandiver, Notary Public
in and for said County and State on this 21st day of Dec 1912, personally appeared
F. F. Bales and Alice Bales, and they executed the same as
their free and voluntary act and deed for the uses and purposes therein set forth.
My commission expires March 12, 1913. Seaf, Notary Public.

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:
That, of Wagoner 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, hereunto set hand this day of 10.

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.