

MORTGAGE RECORD.

FROM

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the..... 15 day
of Feb. A. D. 1944, at 4 o'clock P. M.

Fees, \$

Register of Deeds

By _____ *Deputy*

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

THIS INDENTURE, Made this 20th day of January, A. D. 1911, between
Effie W Stephens of Tulsa County, in the State of
Oklahoma, of the first part, and Pearl O. Emerson of Adair County, in the State of
Oklahoma, of the second part:

WITNESSETH, That said part . . . of the first part, in consideration of . . . Two Hundred Eighty-eigh Dollars (\$ 286.00),
the receipt of which is hereby acknowledged, doce by these presents grant, bargain, sell and convey unto said part . . . of the second part, Her heirs and
assigns, the following-described Real Estate, situated in . . . Adair County, and State of Oklahoma, to-wit:

that early in 1841 in Black one hundred eighty four (1841) in the City of Tulsa, Oklahoma, according to the official that thereof, and be particularly described as follows, Beg- ^{DOLLARS} ~~begins~~ at the south easterly corner of said lot three (3) in Black One hundred eighty four (1841) running thence in a northerly direction parallel with the Westerly line of South Elm Avenue a distance of fifty (50) feet, thence running westerly at right angles on a line parallel with the Northern side of East Ninth street south

TO HAVE AND TO HOLD THE SAME unto the said part 4 of the second part, her 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 Eyfel B. Stephens
has on this day executed and delivered at certain promissory note, in writing to said part 4 of the second part, described as follows:

On or before two years after date without grace, I, said principal jointly and severally, promise to pay to Pearl C. Creason or order Two Hundred Eighty six (\$286.00) Dollars, for value received, negotiable and payable at office of Union Trust Company in Tulsa Oklahoma with interest thereon from date of the date of six per cent, per annum until paid; the interest if not paid when due to become part of the principal and bear the same rate of interest. The several signatures, signatures and endorses of this note hereby expressly waive all #

Now, if said part 1/4 of the first part shall pay or cause to be paid to said part 1/4 of the second part, heirs 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 1/4 of the second part shall be entitled to the possession of said premises. And the said part 1/4 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 part¹ of the first part haS.....hereunto set.....*Edw*.....hand....the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, H. J. Russell, County Clerk,
in and for said County and State on this 27 day of January, 1911, personally appeared
Eric W. Stephens and
to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as
her free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires, Nov 28 1912 Seal

ASSIGNMENT.

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

EXECUTED IN PRESENCE OF

This assignment was filed for record on the _____ day of _____, A. D. 19____, 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.