

COMPARED

MORTGAGE RECORD.

FROM

Francis A. Sadwin

TO

John T. Lay

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 17 day of Mar. A. D. 1911, at 9:40 o'clock A. M.

Fees, \$.

Seal

H. C. Warkley
Register of Deeds.

By Deputy.

MORTGAGE OF REAL ESTATE.—BANK BODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 10753

THIS INDENTURE, Made this 14th day of March, A. D. 1911, between Francis A. Sadwin, a single man of Tulsa County, in the State of Oklahoma, of the first part, and John T. Lay, of Missouri County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part y of the first part, in consideration of Four Hundred Dollars (\$400), the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part y of the second part, his heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: all of lot five (5) block two (2) Judge Addition to the City of Tulsa in the aforesaid County and State

DOLLARS,

TO HAVE AND TO HOLD THE SAME unto the said part y 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 First Party has this day executed and delivered his certain promissory note in writing to said part y of the second part, described as follows: note of four hundred dollars dated March 14th 1911 due in three years after date with interest of 8 per cent per annum

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

Francis A. Sadwin

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, O. F. Pettus, a Notary Public in and for said County and State on this 14th day of March, 1911, personally appeared Francis A. Sadwin and he is known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires Sept 12, 1912 Seal O. F. Pettus

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:

That in the State of Oklahoma, the within-named mortgage in consideration of the sum of and 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 has hereunto set his hand this day of 1911.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the day of A. D. 1911, at o'clock M. Fee, \$.

Register of Deeds.

RECEIPT.

Received of the within-named mortgagor the sum of and DOLLARS, in full satisfaction of the within mortgage.