

## MORTGAGE RECORD.

FROM

TO

COMPARED

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 7 day  
of July A. D. 1912, at 9<sup>10</sup> o'clock A. M.

Fee \$.

H. C. W. Seckey  
Register of Deeds.

By

Deputy.

MORTGAGE OF REAL ESTATE.—BANK, BODENWORTH BOOK CO., LEAVENWORTH, KAN. No. 10788

THIS INDENTURE, Made this 12th day of March A. D. 1912, between Hattie L. Mowery  
and C. F. Mowery, her husband, of Tulsa County, in the State of  
Oklahoma, of the first part, and Mary Green Fiske of Tulsa County, in the State of  
Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of  
Fifty Thousand Dollars (\$50,000.00),  
the receipt of which is hereby acknowledged, do 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 Tulsa County, and State of Oklahoma, to-wit:  
The westerly thirty (30) feet of the southerly fifty (50) feet of Lot three (3) in Block  
forty one (41) City of Tulsa, Oklahoma, more particularly described as follows:  
Beginning at the southwest corner of lot three (3) in Block forty one (41),  
(41) running thence parallel with Archer Street, thirty (30) feet in an easterly  
direction, thence fifty (50) feet in a northerly direction, thence thirty (30)  
feet in a westerly direction, parallel with the alley fifty (50) feet in  
a southerly direction to the place of beginning.

TO HAVE AND TO HOLD THE SAME unto the said part 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 Hattie L. Mowery & C. F. Mowery  
have this day executed and delivered to certain promissory notes in writing to said part of the second part described as follows:

60 notes of \$35.00 each, bearing eight percent interest, per annum  
from date until paid, dated February 16, 1910, first note to fall due  
April 1st, 1910 and the remaining notes and interest thereon to  
fall due on the 1st day of month of each succeeding month un-  
til all the notes are paid.

Now, if said parties of the first part shall pay or cause to be paid to said part of the second part, her 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 parties of the first part for said consideration do hereby expressly waive an appraisal of said real estate and all benefit of the home-  
stead exemption and stay laws of the State of Oklahoma.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, C. W. Singleton, notary Public,  
in and for said County and State on the 16th day of April, 1912, personally appeared  
Hattie L. Mowery, and C. F. Mowery, her husband,  
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 Dec. 12, 1911 (Seal) C. W. Singleton, notary Public.

## 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  
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, ha hereunto set hand this day of

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  
and DOLLARS,  
in full satisfaction of the within mortgage.