

MORTGAGE RECORD.

FROM

State of Oklahoma, Tulsa County, ss.

COMPARE

TO

This instrument was filed for record on the 16 day
of July A. D. 1912, at 1 o'clock M.
Fee, \$

By: H. C. Walkey Deputy.

Register of Deeds.

MORTGAGE OF REAL ESTATE.—SAML. BODENWORTH BOOK CO., LEAVENWORTH, KAN. No. 19788

THIS INDENTURE, Made this 1st day of July A. D. 1912, between C. R. Walter and Anna H. Walter, his wife, of Tulsa County, in the State of Oklahoma, of the first part, and Eva L. Perryman, of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1 of the first part, in consideration of One thousand Nine hundred Dollars (\$1,900.00), the receipt of which is hereby acknowledged, do hereby these presents grant, bargain, sell and convey unto said part 2 of the second part, her heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: Part of lots numbered first, and six (6) Block number ninety-two (92) in the town of Tulsa, Oklahoma, according to the plat and survey thereof being a tract thirty five (35) ft. wide by one hundred thirty (130) ft. in length described and containing at a point on South Second Street and Street Twenty (20) ft. easterly from the southwest corner of said lot five (5) in Block number two (2) beginning three feet northwesterly parallel with west line of said lot five (5) a distance of one hundred thirty (130) ft. thence at right angles westerly and crossing the lot line between lots five (5) and six (6) a distance of thirty five (35) feet thence at right angles south easterly a distance of one hundred thirty (130) ft. to South Second Street thence easterly along

TO HAVE AND TO HOLD THE SAME unto the said part 2 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 Parties of the first part, on this day executed and delivered one certain promissory note, in writing to said part 2 of the second part, described as follows: \$1,900.00 Tulsa, Oklahoma July 1, 1912. Three months after date, without grace, we and principals jointly and severally promise to pay to Eva L. Perryman or Order One thousand Nine hundred Dollars (\$1,900.00) for value received, negotiable and payable to order of Eva L. Perryman, Treasurer of the Tulsa Telephone Company, with interest thereon from date at the rate of ten per cent per annum until paid the interest of not more than to become part of the principal and bear the same rate of interest as the principal, and as soon as this note is paid in full all rights of any person or persons claiming or claiming to claim against the Tulsa Telephone Company shall be null and void and this note shall be given to the Tulsa Telephone Company or its assigns and they shall be bound to pay ten (10) per cent of the principal thereof as attorney fees.

Now, if said parties of the first part shall pay or cause to be paid to said part 2 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 2 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, Percy Collins, Notary Public, in and for said County and State on this 5th day of July 1912, personally appeared C. R. Walter and Anna H. Walter, 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 Dec 19 1911. (Seal) Percy Collins, Notary Public

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS: That, of Tulsa 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 has hereunto set hand this day of 1912.

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.

For value received, I acknowledge satisfaction and payment in full of the within mortgage, and same is hereby released.

Eva L. Perryman, Registered before me May 8-1911

H. C. Walkey, Register of Deeds.

* The northwesterly line of said second street, a distance of thirty five (35) ft. to the place of beginning, then at three (3) feet back five (5) in back shows additional to the city of Tulsa, Oklahoma.