

MORTGAGE RECORD.

FROM

State of Oklahoma, Tulsa County, ss.

TO

This instrument was filed for record on the 12 day of July, A. D. 1912, at 9:30 o'clock A. M.

Fees, \$.

By

Deputy.

Register of Deeds.

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

THIS INDENTURE, Made this 9th day of July, A. D. 1912, between M. S. Jones and Nora Jones (his wife) of Tulsa County, in the State of Oklahoma, of the first part, and E. H. Nagel of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of Eleven hundred and eighty-five Dollars (\$ 1185.00), the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part of the second part, his heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: Lot numbered 34 in Block numbered three (3) and College Street Addition to the City of Tulsa, Oklahoma, according to the recorded plat thereof. DOLLARS,

TO HAVE AND TO HOLD THE SAME unto the said part 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 M. S. Jones and Nora Jones (his wife) have this day executed and delivered their certain promissory notes in writing to said part of the second part, described as follows:

38 notes for \$30.00 each, bearing date of July 9th 1910 payable to E. H. Nagel or order, bearing interest at 8% per annum, secured by said lot, to 38 and signed by M. S. Jones and Nora Jones, the first note becoming due on 8th day before each day of the month of July, and each subsequent note thereafter becoming due at intervals of one (1) day before each day, each note becoming due 60 days from the date of maturity of the last preceding note, and one note for \$45.00 bearing 8% interest, numbered 39, becoming due 60 days from the maturity of note numbered 38 signed by M. S. Jones and Nora Jones.

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

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, E. W. Grimes Notary Public in and for said County and State on this 11th day of July, 1912, personally appeared M. S. Jones and Nora Jones 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

Feb 19th

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:

That the within-named mortgage of the within-named mortgage County, in the State of Oklahoma, the within-named mortgage in consideration of the sum of 1185.00 Dollars, to the within-named mortgage in hand paid, the receipt whereof is hereby acknowledged, do hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto the within-named mortgage 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 his hand this 11th day of July, 1912.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 11th day of July, A. D. 1912, at 9:30 o'clock A. M. Fee, \$.

Register of Deeds.

RECEIPT.

Received of the within-named mortgagee the sum of 1185.00 Dollars, in full satisfaction of the within mortgage.