

MORTGAGE RECORD, No. 57.

FROM

Sadie Wishon - husb.

TO

Gertrude J. Robinson

COMPARED

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the *24* day
of *Jan* A. D. 19*11*, at *2* o'clock *P.*M.

Fees, \$

Seal

H. C. Washley

Register of Deeds.

By Deputy.

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

THIS INDENTURE, Made this *24th* day of *January*, A. D. 19*11*, between *Sadie Wishon and R. H. Wishon her husband* of *Tulsa* County, in the State of Oklahoma, of the first part, and *Gertrude J. Robinson* of *Tulsa* County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part of the first part, in consideration of *One Hundred Twenty-one and no/100* Dollars (\$*121.00*), 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: *Lot Eleven, Tangle, Thirteen and Fourteen (1, 2, 3 & 4) in Block Three (3), Cherokee Heights Addition to City of Tulsa, Oklahoma* DOLLARS,

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 *Sadie Wishon and R. H. Wishon* has by this day executed and delivered *their* certain promissory note in writing to said part of the second part, described as follows:

\$121.00 dated January 24th 1911 payable on or before 1 year after date, payable to the order of Gertrude J. Robinson at the Merchants National Bank, Marshalltown, Iowa. Signed Sadie Wishon and R. H. Wishon. Interest at 10% after maturity.

Now, if said part 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 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.

Sadie Wishon
R. H. Wishon

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me *the undersigned Notary Public* in and for said County and State on this *24th* day of *January*, 19*11*, personally appeared *Sadie Wishon* and *R. H. Wishon her husband* to me known to be the identical person 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. *Witness my hand and official seal the day and year above written*
My commission expires *Feb. 12th* 19*11*.

(Seal)

Notary Public.

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS: That *the within-named mortgage* of *Tulsa* County, in the State of Oklahoma, the within-named mortgage in consideration of the sum of *121.00* and *121.00* DOLLARS, to *Gertrude J. Robinson* in hand paid, the receipt whereof is hereby acknowledged, do hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto *Gertrude J. Robinson* 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 *her* hand this *24th* day of *January* 19*11*.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the *24th* day of *January*, A. D. 19*11*, at *2* o'clock *P.*M. Fee, \$

Register of Deeds.

\$

RECEIPT.

Received of *Gertrude J. Robinson* the within-named mortgagor the sum of *121.00* and *121.00* DOLLARS, in full satisfaction of the within mortgage.