

## MORTGAGE RECORD, No. 57.

FROM

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 22 day  
of Jan, A. D. 1910, at 4<sup>10</sup> o'clock P. M.

Fees, \$

By

*Deputy*

Register of Deeds.

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

THIS INDENTURE, Made this 26<sup>th</sup> day of January, A. D. 1942, between R. B. Gaffey & Lloyd F. Gaffey of Tulsa County, in the State of Oklahoma, of the first part, and P. H. Heflough of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of Twenty one Hundred (\$2100.00) and 3/4 Dollars (\$3), the receipt of which is hereby acknowledged, do.....by these presents, grant, bargain, sell and convey unto said party of the second part his heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: Lot nine (9) Block two (2) of the Warner 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 <sup>Two</sup> of the second part, 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 A. E. Rapp <sup>and Hazel A. Rapp</sup> have on this day executed and delivered their certain promissory note in writing to said part of of the second part, described as follows:

Under date of the 10th day of June, 1910, we or either of us, are principals, promise to pay to the order of himself or her of \$1000.00. Three thousand one hundred and 100/100 dollars at the Central National Bank of New Orleans with interest at 6 per cent per annum after date until paid. The principals, sureties and endorser herein severally, jointly, jointly and several, of said payment and hereby agree that this note may be extended from time to time without notice, and without impairment of any obligations to pay the full of any surety, guarantor or endorser herein.

C. E. Baker.

Shane F. Gabbel

Now, if said ~~part~~ of the first part shall pay or cause to be paid to said ~~part~~ of the second part ~~and~~ 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 appraisalment 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, the undersigned, Notary Public  
in and for said County and State on this January day of January, 1912, personally appeared  
B. B. Capper and Agnes F. Capper, 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 May - 6 1912. Secy. Dessie L. Swift

notary public

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.  
o'clock \_\_\_\_\_ M. Fee, \$ \_\_\_\_\_

## Register of Deeds.

**S**

## RECEIPT.

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