

## MORTGAGE RECORD, No. 57.

FROM

COMPARED

TO

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 23<sup>rd</sup> day of Mar A. D. 1913, at 10 o'clock A.M.Fees, \$ 1.00 W. C. Walker  
Register of Deeds.By W. C. Walker Deputy.

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

THIS INDENTURE, Made this 1<sup>st</sup> day of March, A. D. 1913, between John S. Davenport and Virginia M. Davenport his wife of Tulsa County, in the State of Oklahoma, of the first part, and Julius Halff of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of Five hundred Dollars Dollars (\$ 500.00), 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 One (1) in Block Two (2) in Oak Grove addition in the City of Tulsa, Oklahoma according to the recorded plat thereof. DOLLARS,

TO HAVE AND TO HOLD THE SAME unto the said party of the second part, 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 John S. Davenport and Virginia Davenport have this day executed and delivered One certain promissory note in writing to said party of the second part, described as follows:

Tulsa, Oklahoma September 24, 1909, One year after date for value received not payable in cash to the order of Julius Halff Five hundred Dollars from date until paid at the rate of nine percent interest said note signed by

John S. Davenport & Virginia Davenport

Now, if said party of the first part shall pay or cause to be paid to said party 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 the 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 become due and payable, and said party of the second part shall be entitled to the possession of said premises. And the said party of the first part for said consideration do hereby agree to waive an appraisal of said real estate and all benefit of the homestead exemption and any laws of the State of Oklahoma.

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

John S. Davenport  
Virginia Davenport

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, C. B. Adams

Notary Public.

in and for said County and State on this 23<sup>rd</sup> day of March, 1913, personally appeared John S. Davenport and Virginia Davenport 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 May 22<sup>nd</sup> 1913 Seal C. B. Adams Notary Public

## ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:

That John S. Davenport and Virginia Davenport of Tulsa County, in the State of Oklahoma, the within-named mortgagee, in consideration of the sum of Five hundred Dollars DOLLARS,

to Julius Halff 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 have hereunto set their hands, this 23<sup>rd</sup> day of March, 1913.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 23<sup>rd</sup> day of March, A. D. 1913, at 10 o'clock A.M. Fee, \$ 1.00

Register of Deeds.

1913

## RECEIPT.

Received of John S. Davenport and Virginia Davenport the within-named mortgagor the sum of Five hundred Dollars 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.

Signed and acknowledged before me Sept 30 - 1911

W. C. Walker  
Register of Deeds