

## MORTGAGE RECORD, No. 57.

FROM

TO

COMPARED

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 24<sup>th</sup> day of March, A. D. 1911, at 3<sup>15</sup> o'clock P. M.

Fees, \$

Sub.

H. C. Minkley

Register of Deeds.

By Deputy.

MORTGAGE OF REAL ESTATE—SAML DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 1978.

THIS INDENTURE, Made this 24<sup>th</sup> day of March, A. D. 1911, between Rachel M. Heffner of Tulsa County, in the State of Oklahoma, of the first part, and Chas. E. Bray of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part y. of the first part, in consideration of Six Hundred Dollars (\$ 600.00), the receipt of which is hereby acknowledged, does by these presents, grant, bargain, sell and convey unto said part y. 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 One (1) in Block numbered Seven (7) in The Midway Addition to the City of Tulsa, Oklahoma, according to the Recorded plat filed thereof.

TO HAVE AND TO HOLD THE SAME unto the said part y. 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 Rachel M. Heffner has this day executed and delivered this certain promissory note in writing to said part y. of the second part, described as follows:

\$ 600.00 Due years after date for value received, I promise to pay to Chas. E. Bray, or order, Six Hundred Dollars, at Tulsa, Oklahoma, in full of the sum of Six Hundred Dollars, from the 24<sup>th</sup> day of March, 1911, and further agree that if this note is not paid when due to pay all costs necessary for collection, including the sum of attorney's fees.

Due March 24<sup>th</sup> 1911

Rachel M. Heffner

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

Rachel M. Heffner

## STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, C. D. Ginnard, Notary Public, in and for said County and State on this 24<sup>th</sup> day of March, 1911, personally appeared Rachel M. Heffner and to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth. My commission expires February 19, 1911.

C. D. Ginnard

Notary Public

## ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS: That 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 has hereunto set her hand this day of 1911.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the day of A. D. 1911, at o'clock M. Fee, \$

Register of Deeds.

\$ 1911

## RECEIPT.

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