

# MORTGAGE RECORD, No. 57.

FROM

TO

COMPARED

*State of Oklahoma, Tulsa County, ss.*

This instrument was filed for record on the 6 day  
of April, A. D. 1919, at 4<sup>45</sup> o'clock P. M.

Fees, \$

Seal

*McKelvey*  
Receis

Register of Deeds.

By \_\_\_\_\_ Deputy

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

THIS INDENTURE, Made this 15<sup>th</sup> day of February, A. D. 1912, between R. H. Whitney, a single man of Tulsa County, in the State of Oklahoma, of the first part and Al Brown & Lee E. Hinton of Tulsa, Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 4 of the first part, in consideration of Sixteen Hundred and Ninety eight and 00/100 Dollars (\$ 1698.00), the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said part 4 of the second part their heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

Lot number Four (4) on Block number one (1) was granted  
addition to the City of Tulsa according to the recorded  
plat thereon. (This mortgage is subject to a mortgage DOLLARS,  
to the Papan & Home, Furniture & Loan Association of Missouri  
of \$22,000.00 dated September 20th 1909)

TO HAVE AND TO HOLD THE SAME unto the said part of the second part their 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 R. H. Hadney  
has on this day executed and delivered his certain promissory note in writing to said party of the second part, described as follows:  
One note for Two hundred Dollars due six months after date with  
interest at the rate of 5.00 per annum,  
One note for \$1398.50 due one year after date with interest at the  
rate of eight per cent per annum.

Now, if said part 1 of the first part shall pay or cause to be paid to said part 2 of the second part their heirs or assigns, said sum of money in the above-described notes 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 2 of the second part shall be entitled to the possession of said premises. And the said part 1 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 4 of the first part has hereunto set his hand...the day and year first above written.

R. H. Whitney

**STATE OF OKLAHOMA, TULSA COUNTY, ss.**

Before me, E. R. Adams, a Notary Public  
in and for said County and State on this 15<sup>th</sup> day of February, 1920, personally appeared R. H. Whitney and a single man to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires May 22 1913 Seal Notary Public

**ASSIGNMENT.**

## 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.

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

Register of Deeds.

§ 87(2)(b)

...19...

## RECEIPT.

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