

MORTGAGE RECORD, No. 57.

FROM

TO

COMPARER

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 19 day of April, A. D. 1911, at 4 o'clock P. M.

Fees, \$.....

By J. C. Walkley Deputy.Register of Deeds
(Seal)

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

THIS INDENTURE, Made this 14th day of April, A. D. 1911, between G. L. Hitchcock and Alice D. Hitchcock his wife of Tulsa County, in the State of Oklahoma, of the first part, and J. M. Wakefield of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of Two hundred forty and no/100 Dollars (\$240.00), the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part of the second part his heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

Lot Two (2) in Block One (1) and Lot Three (3) in Block Five (5) Wakefield Addition to the City of Tulsa according to the recorded plat thereof. DOLLARS.

TO HAVE AND TO HOLD THE SAME unto the said part 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 G. L. Hitchcock & Alice D. Hitchcock, his wife have this day executed and delivered 3 certain promissory notes in writing to said part of the second part, described as follows:

One note for \$50.00 due in six months
One note for \$50.00 due in one year
One note for \$50.00 due in eighteen months.
All notes bearing interest at the rate of eight per cent per annum.

Now, if said parties of the first part shall pay or cause to be paid to said part of the second part his 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 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.

G. L. Hitchcock
Alice D. Hitchcock

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me A. B. Davis a Notary Public in and for said County and State on this 18th day of April, 1911, personally appeared G. L. Hitchcock and Alice D. Hitchcock to me known to be the identical persons 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 November 26 1911 (Seal)

A. B. Davis

Notary Public

KNOW ALL MEN BY THESE PRESENTS:

That the within-named mortgage of the within-named mortgage in consideration of the sum of two hundred forty and no/100 DOLLARS, to the within-named mortgage in hand paid, the receipt whereof is hereby acknowledged, do hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto the within-named mortgage 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 hand this 18th day of April, 1911.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 19th day of April, A. D. 1911, at 4 o'clock P. M. Fee, \$.....

Register of Deeds.

\$..... 1911

RECEIPT.

Received of the within-named mortgage the sum of two hundred forty and no/100 DOLLARS, in full satisfaction of the within mortgage.