

MORTGAGE RECORD, No. 57.

FROM

TO

COMPARED

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 17 day of May A. D. 1911, at 2 o'clock P. M.

Fees, \$ 6.00

H. H. Atkey (Seal)
Register of Deeds.

By Deputy.

MORTGAGE OF REAL ESTATE.—SAML DODD WORTH BOOK CO., LEAVENWORTH, KAN. No. 19183.

THIS INDENTURE, Made this 17th day of May, A. D. 1911, between Fannie Haynie of the first part, and Sarah Funes of the second part: Oklahoma, of the first part, and Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part of the first part, in consideration of Six Hundred and no/100 Dollars (\$ 600.00), the receipt of which is hereby acknowledged, do hereby these presents, grant, bargain, sell and convey unto said part of the second part, her heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: Three Southwesterly Eighty (80) feet of Lot 34 in Block 1, Co. 5 East, Range 24 N., E. 11 S., 11th S. 11th E., Tulsa, Oklahoma, according to the official plat and survey thereof, DOLLARS,

TO HAVE AND TO HOLD THE SAME unto the said part of the second part, her 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 part of the second part, described as follows: her note for Three Hundred and no/100 Dollars (\$ 300.00) due on or before One Year from date, and one for Three Hundred and no/100 Dollars (\$ 300.00) due on or before Two Years from date, hereafter note being due May 17th 1912.

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

Mrs. Fannie Haynie

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me D. C. Rosey Notary Public in and for said County and State on this 17th day of May 1911, personally appeared Fannie Haynie (Widow) 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 July 2nd 1911.

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 has hereunto set 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.

\$ 19

RECEIPT.

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