

MORTGAGE RECORD.

369

COMPARED

FROM

State of Oklahoma, Tulsa County, ss.

TO

This instrument was filed for record on the 31st day of Dec. A. D. 1911 at 11:30 o'clock A. M.

Fees, \$

By

Deputy.

MORTGAGE OF REAL ESTATE.—SAML. BODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 10788

THIS INDENTURE, Made this 31st day of December, A. D. 1911, between C. E. Parker and Ella Parker his wife of Jenks, Tulsa County, in the State of Oklahoma, of the first part, and T. F. Upton of Jenks, Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part of the first part, in consideration of Three Hundred and Seventy-two and 35/100 Dollars (\$372.35),

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 sixteen and seventeen (combined) in Block six (6) in the Town of Jenks, Tulsa County, Oklahoma according to the plat and survey filed thereof.

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 C. E. Parker & Ella Parker have this day executed and delivered a certain promissory note in writing to said part of the second part, described as follows:

One year after date we promise to pay to the order of T. F. Upton three hundred and seventy-two and 35/100 dollars at Jenks, Okla. with interest at the rate of six percent per annum from date until fully paid. For value received. No. One December 30, 1911 signed C. E. Parker Ella Parker

Now, if said part 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 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 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 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 of the first part have hereunto set their hand the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, Herschel B. Hamiltan, Notary Public in and for said County and State on this 31st day of December, 1911, personally appeared C. E. Parker and Ella Parker, 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 March 31, 1914. Signed Herschel B. Hamiltan, Notary Public.

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:

That of Tulsa 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 ha 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.

RECEIPT.

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