

# MORTGAGE RECORD.

375

FROM

State of Oklahoma, Tulsa County, ss.

TO

This instrument was filed for record on the 4 day of Jan. A. D. 1911, at 2 o'clock P. M.

Fees, \$

By *W. C. Harkley* Deputy.

Register of Deeds.

MORTGAGE OF REAL ESTATE.—SAMUEL DODD WORTH BOOK CO., LEAVENWORTH, KAN. No. 14783

THIS INDENTURE, Made this 7th day of December A. D. 1910, between *J. N. Robinson and Pearl Robinson, his wife* of *Tulsa* County, in the State of Oklahoma, of the first part, and *N. H. Goch* of *Tulsa* County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part *of* the first part, in consideration of *One (\$100)* Dollars (\$ *100*), 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:

*One undivided one-half (1/2) interest in and to the North Forty feet of Lot One (1) and Block One (1) of Standard Addition to the City of Tulsa according to the duly recorded plat of said addition.*

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 thereto belonging, or in anywise appertaining, forever subject however to a mortgage in favor of *J. N. Robinson and Pearl Robinson, his wife* in favor of the standard mortgage loan association

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas said *J. N. Robinson and Pearl Robinson, his wife* have this day executed and delivered *two (2)* certain promissory notes in writing to said part *of* the second part, described as follows: *one (1) note in the amount of \$225.00 dated December 7th, 1910 and July 15th, 1911 with interest at eight per cent per annum; One note in the amount of \$225.00, dated December 7th, 1910 due April 15th, 1911, with interest at eight per cent per annum.*

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 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 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, *the undersigned* Notary Public in and for said County and State on this *14th* day of *January*, 19*11*, personally appeared *J. N. Robinson and Pearl Robinson, 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 *Aug. 3rd*, 19*12* *W. H. Randolph* 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 mortgagee* the sum of *DOLLARS*, in full satisfaction of the within mortgage.

For value received, I acknowledge satisfaction and payment in full of the within mortgage, and same is hereby released.

Signed and acknowledged before me *June 16th 1911*