

## MORTGAGE RECORD.

COMPARED

FROM

State of Oklahoma, Tulsa County, ss.

TO

This instrument was filed for record on the 5 day  
of Jan A. D. 1911, at 8 o'clock a M.  
Fees, \$      
Seal Monckley  
By Seal Register of Deeds.  
Deputy.

MORTGAGE OF REAL ESTATE.—BANK, DODD WORTH BOOK CO., LEAVENWORTH, KAN. No. 10785

THIS INDENTURE, Made this 4th day of January, A. D. 1911, between Horner Henderson and Etta Henderson of Tulsa County, in the State of Oklahoma, of the first part, and Frank P. Munifor of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of thirty-nine hundred and no/100 Dollars (\$3900.00), the receipt of which is hereby acknowledged, do hereby by these presents grant, bargain, sell and convey unto said party of the second part, his heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

The west half of the southeast quarter and the northeast quarter of the southeast quarter of section 17 Township 19 North Range 14 East of the Tulsa Meridian containing 12 acres, more or less.

TO HAVE AND TO HOLD THE SAME unto the said party 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 parties of the first part, described as follows:

Broken Arrow, Oklahoma, January 14, 1911.  
January 1, 1911, after date, I, Frank P. Munifor, promise to pay to Frank P. Munifor  
or order thirty-nine hundred and no/100 dollars and interest at the office of the  
valley State Bank, Broken Arrow, Oklahoma, for interest at six percent per annum  
with paid and an attorney's fee of \$100.00 if paid in this land of an attorney for  
collection, and said note is to be paid in full on or before the 1st day of  
protest, demand and notice of protest and non-payment. In case this note  
is not paid at maturity and after all of tenements and partial payments have  
been made, without prejudice to the right of interest is to be paid immediately, and  
the privilege of paying off any part of said note on any interest payment date.  
Now, if said parties of the first part shall pay or cause to be paid to said party 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 party of the second part shall be entitled to the possession of said premises. And the said parties 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.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, Asst. Lamer Notary Public  
in and for said County and State on this 4th day of January, 1911, personally appeared  
Horner Henderson and Etta Henderson his wife  
to me known to be the identical person 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 2/3/13 1914 Seal Asst. Lamer  
Notary Public.

## ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:

That, Horner Henderson and Etta Henderson of Tulsa County, in the State of Oklahoma, the within-named mortgage in consideration of the sum of thirty-nine hundred and no/100 Dollars, to Frank P. Munifor in hand paid, the receipt whereof is hereby acknowledged, do hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto his 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 their hands this 5th day of January, 1911.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 5th day of January, A. D. 1911, at 8 o'clock a M. Fee, \$    

Register of Deeds.

## RECEIPT.

Received of Frank P. Munifor the within-named mortgagor the sum of thirty-nine hundred and no/100 Dollars, in full satisfaction of the within mortgage.