

MORTGAGE RECORD.

FROM

TO

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 5 day of Jan. A. D. 1911, at 2:15 o'clock P. M.

Fees, \$

By

Deputy.

Register of Deeds.

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

THIS INDENTURE, Made this 4 day of January, A. D. 1911, between

J. H. Nickel and Anna E. Nickel, his wife, of Tulsa County, in the State of Oklahoma, of the first part, and

WITNESSETH, That said parties of the first part, in consideration of

One hundred and twenty-five

Dollars (\$125),

the receipt of which is hereby acknowledged, do hereby present, grant, bargain, sell and convey unto said parties of the second part, their heirs and assigns, the following-described Real Estate, situated in

Tulsa County, and State of Oklahoma, to-wit: Lot 4, City of Tulsa, in the Springdale acre lot addition to Tulsa, Oklahoma, as appears by the duly recorded plat of said addition on file in the office of the Register of Deeds of said County.

DOLLARS,

TO HAVE AND TO HOLD THE SAME unto the said parties of the second part, their 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 J. H. Nickel, Anna E. Nickel, his wife, ha

ha this day executed and delivered to said parties of the second part, in writing to said parties of the second part, described as follows:

and for actual money loaned first parties by second party

Dated Jan. 4, 1911

Principal \$125 with interest from date

at 6% per annum

signed by J. H. Nickel and Anna E. Nickel his wife

In the event of said parties of the second part failing to pay the same as aforesaid

Now, if said parties of the first part shall pay or cause to be paid to said parties of the second part, their 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 parties 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, T. H. Evans, Jr.

in and for said County and State on this 5 day of January, 1911, personally appeared

J. H. Nickel and Anna E. Nickel his wife, and

My commission expires Feb. 12, 1911.

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:

That

in the State of Oklahoma, the within-named mortgage, in consideration of the sum of

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

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

in full satisfaction of the within mortgage.