

MORTGAGE RECORD.

COMPARED

FROM

State of Oklahoma, Tulsa County, ss.

TO

This instrument was filed for record on the 6 day of Jan. A. D. 1911, at 8:30 o'clock A. M.

Fees, \$
By *Edw. J. Hannon* Deputy.
S. B. Hannon
Register of Deeds.

MORTGAGE OF REAL ESTATE.—SAML DOBBSWORTH BOOK CO., LEAVENWORTH, KAN. No. 19788

THIS INDENTURE, Made this 30th day of December A. D. 1910, between Alfred J. Hannon and Theresa A. Hannon his wife, of Tulsa County, in the State of Oklahoma, of the first part, and Earl H. Baker and William E. Baker 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 Twelve Hundred (\$1200.00) Dollars (\$1200.00), the receipt of which is hereby acknowledged, do hereby presents 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:

The Northwest quarter of the Northwest quarter of the Southeast quarter of section Twenty-three, Township eighteen (18) North, Range fourteen (14) East, of the Indian Base and Meridian.

TO HAVE AND TO HOLD THE SAME unto the said 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 Alfred J. Hannon and Theresa A. Hannon his wife, on this day executed and delivered one certain promissory note, in writing to said parties of the second part, described as follows:

On December 30th 1910, after date, I, Alfred J. Hannon, do hereby promise to pay to Earl H. Baker and William E. Baker of Tulsa County, Oklahoma, the sum of Twelve Hundred Dollars (\$1200.00) for the purchase of the above-described Real Estate, in the office of the Tulsa County Clerk, Tulsa County, Oklahoma, with interest after date at eight per cent. per annum until paid, and an attorney's fee of \$100.00 if placed in the hands of an attorney for collection. A suit is filed thereon. The maker and do hereby severally waive protest, demand and notice of

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 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 parties of the first part have hereunto set their hands the day and year first above written.

Alfred J. Hannon
Theresa A. Hannon
STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, A. M. Laws, Notary Public, in and for said County and State on this 30th day of December, 1910, personally appeared Alfred J. Hannon and Theresa A. Hannon, his wife, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they freely and voluntarily act and deed for the uses and purposes therein set forth.

My commission expires 2/23/1914. A. M. Laws, Notary Public.

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 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 Dollars, in full satisfaction of the within mortgage.

protest and non payment in case this note is not paid as maturity lapses, none of all extension and partial payments before or after maturity without prejudice to holder. Mortgage is hereby given to pay this note at any time. Contract is to be paid by way of interest.

