

MORTGAGE RECORD.

389

COMPARED

FROM

State of Oklahoma, Tulsa County, ss.

TO

This instrument was filed for record on the 10 day of Jan. A. D. 1911, at 5 o'clock P. M.

Rees, \$ Seal. H. Leachman, Register of Deeds.

By Deputy.

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

THIS INDENTURE, Made this 3rd day of January, 1911, between George Schmidt & Sophronia Schmidt, of Tulsa County, in the State of Oklahoma, of the first part, and H. C. Stahl, of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part of the first part, in consideration of three thousand Dollars (\$3,000.00), 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:

The north one half of lot six (6) and all of lot seven (7) in Block ninety three (93) in the City of Tulsa, according to recorded plat and survey 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 George Schmidt & Sophronia Schmidt have this day executed and delivered their certain promissory note in writing to said part of the second part, described as follows:

Dated at Tulsa, Oklahoma, January 3, 1911 for \$3,000.00 due five years after date, and payable to the order of H. C. Stahl, as Collector of this land bearing interest from date at the rate of 9% per annum, payable semi-annually, and signed by the parties of the first part.

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

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, Orville S. Booth, Notary Public in and for said County and State on this 3rd day of January, 1911, personally appeared George Schmidt and Sophronia Schmidt, 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 February 23, 1912. Seal. Orville S. Booth, 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.