

## MORTGAGE RECORD.

FROM

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 17<sup>th</sup> day of Jan A. D. 1911, at 4<sup>22</sup> o'clock P. M.

Fee, \$.

By *Seal* *Heubackley* Register of Deeds.  
Deputy.

MORTGAGE OF REAL ESTATE.—SAML. DODSWORTH BOOK CO., LEAVENWORTH, KAN., No. 19783

THIS INDENTURE, Made this 17<sup>th</sup> day of January A. D. 1911, between *A. W. Gurley & Emma Gurley his wife* of Tulsa County, in the State of Oklahoma, of the first part, and *Colonial Trust Company* of Tulsa County, in the State of Oklahoma, of the second part;

WITNESSETH, That said party of the first part, in consideration of *Five Hundred* Dollars (\$ *500.00*), the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said party of the second part *the same* and assigns, the following-described Real Estate, situated in *Tulsa* County, and State of Oklahoma, to-wit: *subject to a former lien to the Federal Home Savings Loan Co. Nevada Ave. 1st Bk. Bldg. in the original town of Tulsa size 50x176 ft. with one two story brick building situated thereon.* DOLLARS;

TO HAVE AND TO HOLD THE SAME unto the said party of the second part, *the same* 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 *A. W. Gurley & Emma Gurley* ha. *22* this day executed and delivered *a* certain promissory note in writing to said party of the second part, described as follows:

*a Note dated January 17th 1911 signed by A. W. Gurley & Emma Gurley his wife payable to the Colonial Trust Company for \$500.00 payable in 12 months after date with interest at 10% per annum from maturity until paid*

Now, if said party of the first part shall pay or cause to be paid to said party of the second part *the same* 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 party 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. *County of Tulsa*

IN WITNESS WHEREOF, The said party of the first part ha. hereunto set *their* hand the day and year first above written.

*County of*  
STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, *Anne M. Hilliard* *Notary Public* in and for said County and State on this 17<sup>th</sup> day of January, 1911, personally appeared *A. W. Gurley* and *Emma Gurley* 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 *Dec 1, 1913* *1911* *Anne M. Hilliard* *N. P.*

## ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:

That *the same* of *the same* County, in the State of Oklahoma, the within-named mortgage in consideration of the sum of *the same* and *the same* DOLLARS, to *the same* in hand paid, the receipt whereof is hereby acknowledged, do hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto *the same* 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 *the same* hand this *the same* day of *the same* 1911.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the *the same* day of *the same* A. D. 1911, at *the same* o'clock *the same* M. Fee, \$.

Register of Deeds.

## RECEIPT.

Received of *the same* the within-named mortgagee the sum of *the same* and *the same* DOLLARS, in full satisfaction of the within mortgage.