

MORTGAGE RECORD.

FROM

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 18 day of Jan A. D. 1911, at 12 o'clock P. M.

Fees, \$.

Seal

H. C. Whelan

Deputy.

MORTGAGE OF REAL ESTATE.—SAMP DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 19788

THIS INDENTURE, Made this 16th day of January A. D. 1911, between Mrs. L. Christie and John L. Christie of Tulsa County, in the State of Oklahoma, of the first part, and J. B. Clark of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part of the first part, in consideration of four hundred and 00/100 Dollars (\$400.00), the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part of the second part, their heirs and assigns, the following described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

A certain plot of ground 100 feet by 166 feet located in section 19, township 13 north, range 13 east, containing 544 feet west and 400 feet south of the northeast corner of the northeast quarter of said section, township and range, thence north 100 feet thence west 166 feet thence south 100 feet to the place of beginning and all being in section 17, township 13 north, range 13 east.

TO HAVE AND TO HOLD THE SAME unto the said part 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 Mrs. L. Christie and John L. Christie have this day executed and delivered their certain promissory note in writing to said part of the second part, described as follows:

Said promissory note each of even date herewith and being the principal sum of \$400.00 said notes being numbered consecutively from 1 to 100 inclusive, the first note falling due today with said four note falling due at the end of each 10 days the latter till said and every note is paid according to its face and tenor; said notes being signed by Mrs. L. Christie and John L. Christie and made payable to the order of J. B. Clark and each note bearing interest at the rate of 6 per annum from date thereof.

Now, if said part of the first part shall pay or cause to be paid to said part 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 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 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 part of the first part have hereunto set their hands the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, Albert H. Bell in and for said County and State on this 16th day of January, 1911, personally appeared Mrs. L. Christie and John L. Christie and they acknowledged 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 Oct 29 1914 Seal Albert H. Bell Notary Public

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:

That of Tulsa County, in the State of Oklahoma, the within-named mortgage in consideration of the sum of and 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 and DOLLARS, in full satisfaction of the within mortgage.