

MORTGAGE RECORD.

COMPARED FROM

TO

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 19 day of Jan. A. D. 1911, at 8 o'clock A. M.

Fee, \$

By *Seal H. G. Walkey* Register of Deeds.
Deputy.

MORTGAGE OF REAL ESTATE.—BANK DODGEWORTH BOOK CO., LEAVENWORTH, KAN., No. 19738

THIS INDENTURE, Made this 12th day of January, A. D. 1911, between *W. H. & Marguerite Montgomery, Tulsa, ss.* of *Tulsa* County, in the State of Oklahoma, of the first part, and *Walter B. Bell* of *Tulsa* County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part of the first part, in consideration of the sum of *two hundred fifty* Dollars (\$*250.00*),

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:

*Lot number twelve (12) in Block number four (4) and lot number fifteen (15) and eighteen (18) in Block number three (3) all in the townsite of the Village of *Tulsa* County, Oklahoma according to the recorded plat 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 *W. H. & Marguerite Montgomery* have this day executed and delivered *and* certain promissory note in writing to said part of the second part, described as follows:

*One year later date, for value received we promise to pay to the order of *Walter B. Bell* at *Winnell State Bank* in *Winnell* Oklahoma *Five hundred* fifty dollars interest at 12 per cent from date of *Regular form of Winnell State Bank* *Winnell, Okla.**

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* hands the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, *Freda S. Anderson* *Notary Public* in and for said County and State on this 16th day of *January*, 1911, personally appeared *W. H. & Marguerite Montgomery, 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 *June 28* 1911. *Seal Freda S. Anderson* *Notary Public*

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:

That, *W. H. & Marguerite Montgomery* of *Tulsa* County, in the State of Oklahoma, the within-named mortgage, in consideration of the sum of *250* Dollars,

to *Walter B. Bell* 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, *Walter B. Bell* hereunto set *his* hand this *19* day of *January*, 1911.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the *19* day of *January*, A. D. 1911, at *8* o'clock *M.* Fee, \$ *0.50*

Register of Deeds.

RECEIPT.

Received of *W. H. & Marguerite Montgomery* the sum of *250* Dollars, in full satisfaction of the within mortgage.