

MORTGAGE RECORD.

FROM

State of Oklahoma, Tulsa County, ss.

TO

This instrument was filed for record on the 20 day of Jan A. D. 1911, at 4:10 o'clock P. M.

Fees, \$

Seal

H. K. Haddley
Register of Deeds.

By

Deputy.

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

THIS INDENTURE, Made this 1st day of October A. D. 1910, between M. C. Hale & Mary Hale, his wife, of Tulsa County, in the State of Oklahoma, of the first part, and A. J. Felt, of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1st of the first part, in consideration of Eight hundred and no/100 (\$800.00) and the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 1st of the second part, his heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

Lot 1 eleven (11) and twelve (12) in Block two (2) in Bellevue Addition to the City of Tulsa, Oklahoma, according to the official plat thereof.

TO HAVE AND TO HOLD THE SAME unto the said part 1st 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 M. C. Hale and Mary Hale have this day executed and delivered their certain promissory note in writing to said part 1st of the second part, described as follows:

One year after date, for value received, we, or either of us, promise to pay to the order of A. J. Felt, eight hundred and no/100 dollars, at Tulsa, Oklahoma, with interest at the rate of ten per cent per annum, payable annually from date until paid, then interest, if not paid, when due to become all principal and bear the same rate of interest, and in case this note is collected by an attorney or by legal proceedings, we agree to pay an additional sum of ten per cent on the amount of this note as attorney's fees.

Now, if said part 1st of the first part shall pay or cause to be paid to said part 1st 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 1st of the second part shall be entitled to the possession of said premises. And the said part 1st 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 1st of the first part have hereunto set their hand the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, Henry L. Reed, Notary Public in and for said County and State on this 20th day of January, 1911, personally appeared M. C. Hale and Mary Hale his wife 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 Jan 12 1914 (Seal) Henry L. Reed 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 DOLLARS, in full satisfaction of the within mortgage.