

MORTGAGE RECORD.

FROM

State of Oklahoma, Tulsa County, ss.

TO

This instrument was filed for record on the Jan day
of 30 A. D. 1911, at 8:25 o'clock AM.

Fees, \$

By

Deputy.

Register of Deeds.

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

THIS INDENTURE, Made this 25th day of January, A. D. 1911, between Harry G. Gwinnaup, a single man of Muskogee County, in the State of Oklahoma, of the first part, and The Bank of Muskogee of Muskogee County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part y of the first part, in consideration of

Nine Hundred Dollars (\$900.00), the receipt of which is hereby acknowledged, do sell by these presents grant, bargain, sell and convey unto said part y of the second part, its successors, heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: The southeast quarter of Section 33, Township 12 North, Range 4 East of the Indian Base and Meridian and containing 160 acres more or less in Tulsa County, Oklahoma DOLLARS,

This mortgage is made subject to a mortgage for \$3200.00 given to The National Trust Company of Boston, Missouri

TO HAVE AND TO HOLD THE SAME unto the said part y of the second part, its successors, heirs and assigns, together with all and singular the tenements, hereditaments and appurtenances therunto belonging, or in anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas said Harry G. Gwinnaup ha. S. this day executed and delivered one certain promissory note, in writing to said part y of the second part, described as follows: One note for \$3200.00 due six months after date payable to The Bank of Muskogee at the Muskogee National Bank, Muskogee Oklahoma, with interest after maturity at 10 per cent per annum payable semi-annually, until paid

Now, if said part y of the first part shall pay or cause to be paid to said part y of the second part, its successors 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 y of the second part shall be entitled to the possession of said premises. And the said part y 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 y of the first part ha. S. hereunto set his hand the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, Anna B. King Notary Public, in and for said County and State on this 26th day of January, 1911, personally appeared Harry G. Gwinnaup a single man to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires Feb 13- 1914. Seal Anna B. King Notary Public

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:

That Harry G. Gwinnaup of Muskogee County, in the State of Oklahoma, the within-named mortgage, in consideration of the sum of 900.00 DOLLARS, to Anna B. King in hand paid, the receipt whereof is hereby acknowledged, do hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto Anna B. King 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. S. hereunto set her hand this 26th day of January, 1911.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 26th day of January, A. D. 1911, at 8:25 o'clock AM. Fee, \$

Register of Deeds.

RECEIPT.

Received of Anna B. King the within-named mortgagee the sum of 900.00 DOLLARS, in full satisfaction of the within mortgage.