

MORTGAGE RECORD.

FROM

TO

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 23 day of June A. D. 1911, at 8 o'clock P. M.

Fees, \$.

Seal

H. C. Walkley
Register of Deeds.

By

Deputy.

MORTGAGE OF REAL ESTATE.—BANK NOTEWORTHY BOOK CO., KEAYENWORTH, KAN. No. 19788

THIS INDENTURE, Made this 15th day of October A. D. 1910, between J. A. Barth and T. A. Barth his wife of Broken Arrow, Tulsa County, in the State of Oklahoma, of the first part, and Dora Barthel of Broken Arrow, Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of, Three Thousand, Two Hundred Eighty and 00/100 Dollars (\$3280.00), the receipt of which is hereby acknowledged, do hereby present grant, bargain, sell and convey unto said party of the second part, her heirs and assigns, the following-described Real Estate, situated in Broken Arrow, Tulsa County, and State of Oklahoma, to-wit:

Lot 13 and 14 in Block Forty-seven (47) DOLLARS,

TO HAVE AND TO HOLD THE SAME unto the said party of the second part, her 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 J. A. Barth and T. A. Barth his wife have this day executed and delivered certain promissory note in writing to said party of the second part, described as follows: \$3280.00 Broken Arrow, Oklahoma October 15-1910 Five years after date we promise to pay to the order of Dora Barthel, Three Thousand, Two Hundred, Eighty and 00/100 Dollars at the rate of 4 per cent per annum until paid. It is understood and agreed by and between the parties hereto that the payee in this note has the privilege of paying any part of this note, at any time, interest to be paid on amount so paid from date of payment.

Now, if said party of the first part shall pay or cause to be paid to said party of the second part, her 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 party of the second part shall be entitled to the possession of said premises. And the said parties of the first part for said consideration do hereby expressly waive an appraisement of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, A. M. Laws, Notary Public, in and for said County and State on this 15th day of October 1910, personally appeared J. A. Barth and T. A. Barth 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 2/23/1914 1910 Seal A. M. Laws Notary Public

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS: That, of County, in the State of Oklahoma, the within-named mortgage in consideration of the sum of 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 1910.

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.