

MORTGAGE RECORD.

FROM

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 27 day
of Jan A. D. 1911, at 2:10 o'clock P. M.

Fees, \$

Seal

M. H. Hollis

Register of Deeds.

By Deputy.

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

THIS INDENTURE, Made this 16th day of January, A. D. 1911, between E. M. Brown and Helen E. Brown his wife, P. B. Beane, his wife, all of Tulsa County, in the State of Oklahoma, of the first part, and E. J. Hayward of Marion, Crittendon County, Kentucky, County in the State of Oklahoma, of the second part:

WITNESSETH, That said part of the first part, in consideration of Seven Thousand Five Hundred (\$7,500.00) Dollars (\$), 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: The north fifty (50) feet of lot numbered seven (7) in Block numbered One Hundred thirty eight (138) in the city of Tulsa, Oklahoma according to the Government 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 first parties have this day executed and delivered to certain promissory note in writing to said part of the second part, described as follows:

One certain promissory note in the principal sum of \$3,750.00 dated January 16th 1911, payable to E. J. Hayward and bearing interest at the rate of Eight (8) per cent per annum from date and payable six (6) months from date.

And one certain promissory note in the principal sum of \$3,750.00 dated January 16th 1911, made payable to E. J. Hayward, and bearing interest at the rate of Eight (8) per cent per annum from date and payable one year from date.

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 has hereunto set their hand and the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me,

Mabel Hollis

in and for said County and State on this 25th day of January, 1911, personally appeared E. M. Brown and Helen E. Brown 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 Sept 23-1913 1911. (Seal) Mabel Hollis 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 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 has 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. Fee, \$.

Register of Deeds.

RECEIPT.

Received of the within-named mortgagor the sum of and DOLLARS, in full satisfaction of the within mortgage.

State of Oklahoma, County of Tulsa, ss. I, Mabel Hollis, a Notary Public in and for said County and State on this 25th day of January, A. D. 1911, personally appeared E. M. Brown and Helen E. Brown his wife, 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 September 23rd 1913. (Seal)