

MORTGAGE RECORD.

COMPARED

FROM

TO

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 12th day of Feb. A. D. 1911, at 12 o'clock P. M.

Fees, \$.

By

Deputy.

H. C. Walkley
Register of Deeds.

MORTGAGE OF REAL ESTATE.—SAML DODGEWORTH BOOK CO., LEAVENWORTH, KAN. No. 1978

THIS INDENTURE, Made, this 6th day of February, A. D. 1911, between H. J. Whidbee & Opal Whidbee, his wife, of Tulsa County, in the State of Oklahoma, of the first part, and Philie Brown, of Wisconsin County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1st of the first part, in consideration of Four Hundred and Three Dollars (\$493.00), the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 2^d of the second part, her heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: Lot numbered nineteen (19) in block numbered 116 in Midway addition to Tulsa, Oklahoma according to the recorded plat filed there.

TO HAVE AND TO HOLD THE SAME unto the said part 2^d of the second part, her 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 their certain promissory note in writing to said part 2^d of the second part, described as follows: Tulsa, Oklahoma, Feb. 6-1911. Three years after date, we or either of us promise to pay to the order of Philie Brown Four Hundred and Three Dollars for value received at the office of B. F. Pittus, Judge, Oklahoma, with interest from date at the rate of eight per cent payable semi-annually and if the interest is not paid when due, to become all part of the principal and bear the same rate of interest. And these parties further agree to pay ten per cent additional for attorney fees if this note is not paid.

Now, if said part 1st of the first part shall pay or cause to be paid to said part 2^d 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 part 2^d 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 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, B. F. Pittus, Notary Public, in and for said County and State on this 6th day of February, 1911, personally appeared H. J. Whidbee and Opal Whidbee 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 12, 1912

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, 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 and DOLLARS, in full satisfaction of the within mortgage.

This note should be collected by legal process signed H. J. Whidbee (signed) Opal Whidbee