

MORTGAGE RECORD.

COMPARED

FROM

TO

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 7 day of Feb A. D. 1911, at 3:25 o'clock P. M.

Fees, \$.

By

Deputy.

MORTGAGE OF REAL ESTATE.—SAML DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 19758

THIS INDENTURE, Made this

7th

day of

Feb

A. D. 1911

between

H. E. Moody

Oklahoma, of the first part, and Ruthie May Moody, of Tulsa, first parties

Oklahoma, of the second part.

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

one hundred

Dollars (\$100.00),

the receipt of which is hereby acknowledged, do hereby presents grant, bargain, sell and convey unto said part of the second part, its successors, heirs and assigns, the following-described Real Estate, situated in

Lot 18 right of Block 144 Fourteen Avenue Addition to Tulsa, City of Tulsa, Okla.

DOLLARS

TO HAVE AND TO HOLD THE SAME unto the said part of the second part, its successors, 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 one certain promissory note in writing to said part of the second part, described as follows:

Dated Tulsa Feb 7th 1911, Amount \$100.00 @ 10% per annum maturity signed by H. E. Moody Ruthie May Moody

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

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me,

Anne M Hilliard

Notary Public

in and for said County and State on this 7th day of February 1911, personally appeared H. E. Moody and Ruthie May Moody 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 Dec 13 1914 (Sec)

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 have hereunto set their 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 P. M. Fee, \$.

Register of Deeds.

RECEIPT.

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