

MORTGAGE RECORD.

COMPARED

FROM

TO

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 9 day of Feb A. D. 1911, at 2:40 o'clock P. M.

Fees, \$ (Seal) H. C. Walkley Register of Deeds. Deputy.

MORTGAGE OF REAL ESTATE.—SAM'L DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 19783

THIS INDENTURE, Made this 6th day of February A. D. 1911, between Carl E. Duffield, a single man of Tulsa County, in the State of Oklahoma, of the first part, and Elizabeth Bullington of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1st of the first part, in consideration of \$1000.00 One Thousand and 00/100 Dollars (\$), the receipt of which is hereby acknowledged, do hereby presents grant, bargain, sell and convey unto said part 1st of the second part, her heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: South Forty (40) feet of Lot Six (6) in Block one hundred Eighty-four (184) in the town (now City) of Tulsa, Oklahoma according to the Government Plat and Survey. DOLLARS, Subject to mortgage in the amount of Fifteen Hundred (\$1500.00) Dollars in favor of J. H. Jones Jr.

TO HAVE AND TO HOLD THE SAME unto the said part 1st 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 Carl E. Duffield has this day executed and delivered certain promissory note in writing to said part 1st of the second part, described as follows:

\$1000.00 I, the undersigned, on this 6th day of February 1911, promise to pay to the order of Elizabeth Bullington One Thousand and 00/100 Dollars and value received, payable without defalcation or discount and with interest from maturity at the rate of eight per cent per annum, and if the interest be not paid annually to become all principal and bear the same rate of interest. One June 1st 1911

Now, if said part 1st of the first part shall pay or cause to be paid to said part 1st 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 1st 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 part 1st of the first part has hereunto set his hand the day and year first above written.

Carl E. Duffield

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, the undersigned Notary Public in and for said County and State on this 8th day of February, 1911, personally appeared Carl E. Duffield and 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 June 15 1913 (Seal) W. A. Reynolds Notary Public

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS: That 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 has hereunto set his 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 DOLLARS, in full satisfaction of the within mortgage.