

## MORTGAGE RECORD.

COMPARED

FROM

TO

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 10 day of Feb. A. D. 1911, at 2:50 o'clock P. M.

Fees, \$.

(Seal)

M. W. Walker  
Register of Deeds.

By

Deputy.

MORTGAGE OF REAL ESTATE—BANK DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 10783

THIS INDENTURE, Made this 27<sup>th</sup> day of January, A. D. 1911, between Curtis A. Rich and Nellie A. Rich his wife of Tulsa County, in the State of Oklahoma, of the first part, and Mrs. Julia M. Reinhard of Tulsa County, in the State of Oklahoma, of the second part:

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

Fifteen Hundred Dollars (\$1,500.00), the receipt of which is hereby acknowledged, do hereby these presents grant, bargain, sell and convey unto said part of the second part, her heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: Lot One (1) Block Three (3) in the T. T. Addition to the City of Tulsa

DOLLARS,

TO HAVE AND TO HOLD THE SAME unto the said part 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 Curtis A. Rich & Nellie A. Rich have this day executed and delivered their certain promissory note, in writing to said part of the second part, described as follows:

\$1,500.00 Jan. 27<sup>th</sup> 1911. Three years after date for value received were as evidence of said promise to pay to the order of Mrs. Julia M. Reinhard Fifteen Hundred (\$1,500.00) Dollars at Tulsa, Oklahoma with interest at the rate of Eight per cent per annum payable semi-annually from date until paid. The interest if not paid when due to become as principal and bear the same rate of interest and in case this rate is collected by an attorney or legal proceedings we agree to pay an additional sum of ten per cent. (over the amount of this note as Attorney's fee. Anyone to have privilege of paying at the end of one or two years.

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

Curtis A. Rich

Nellie A. Rich

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, James B. Reicher, Notary Public in and for said County and State on this 27<sup>th</sup> day of January, 1911, personally appeared Curtis A. Rich and Nellie A. Rich 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 April 19, 1913 (Seal) James B. Reicher Notary Public

## ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:

That of Tulsa 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 hand this day of

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.

3 years since date Curtis A. Rich  
Nellie A. Rich  
\$1,500.00 mortgage with mortgage clause attached wanting insurance payable to grantor as mortgagee interest only appear of record