

MORTGAGE RECORD.

COMPARED

FROM

TO

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 13th day of Feb A. D. 1911, at 11 o'clock A. M.

Fees, \$

(Seal)

H. B. Walkley
Register of Deeds.

By Deputy.

MORTGAGE OF REAL ESTATE.—BANK HODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 19788

THIS INDENTURE, Made this 13th day of February A. D. 1911, between James D. Miller
+ Deaulana Miller husband and wife of Tulsa County, in the State of
Oklahoma, of the first part, and W. E. Whitcomb of Missouri County, in the State of
Oklahoma, of the second part:

WITNESSETH, That said part 1st of the first part, in consideration of Five Hundred Dollars (\$500), 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, his heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

North half of lot numbered one in Block numbered One Hundred ninety six in Tulsa, Oklahoma DOLLARS

TO HAVE AND TO HOLD THE SAME unto the said part 2^d 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 James D. Miller + Deaulana Miller ha. at this day executed and delivered one certain promissory note in writing to said part 2^d of the second part, described as follows:

dated February 13th 1911 due in one year with ten per cent interest, amount of \$500 payable to W. E. Whitcomb

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, his heirs or assigns, said sum of money in the above-described note, 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 part 1st of the first part ha. hereunto set their hand the day and year first above written.

James D. Miller (Seal)
Deaulana Miller (Seal)

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, Frank M. Rodolf, a Notary Public in and for said County and State on this 13th day of February 1911, personally appeared James D. Miller and Deaulana Miller 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 4-12-1913

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:

That, 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 mortgagee the sum of and DOLLARS, in full satisfaction of the within mortgage.