

## MORTGAGE RECORD.

COMPARED

FROM

TO

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 15 day  
of Feb A. D. 1911, at 4 o'clock P. M.

Fees, \$

Seal

H. B. Walkley

Register of Deeds.

By Deputy.

MORTGAGE OF REAL ESTATE.—SAML. BODENWORTH BOOK CO., LEAVENWORTH, KAN. No. 10788

THIS INDENTURE, Made this 10<sup>th</sup> day of February A. D. 1911, between E. E. Lowry and Emma B. Lowry (his wife) of Dawson, Tulsa County, in the State of Oklahoma, of the first part, and Mrs. J. H. Ballard of Dawson, Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1<sup>st</sup> of the first part, in consideration of One Thousand and no/100 Dollars (\$1,000<sup>00</sup>), the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 2<sup>d</sup> of the second part, her heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: Lots Fourteen (14) and Fifteen (15) in Block Eleven (11) in Dawson, Oklahoma, as per the recorded plat thereof. With all improvements thereon. DOLLARS,

TO HAVE AND TO HOLD THE SAME unto the said part 2<sup>d</sup> 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 E. E. Lowry and Emma B. Lowry ha. at this day executed and delivered certain promissory note, in writing to said part 2<sup>d</sup> of the second part, described as follows: \$1,000<sup>00</sup> Dawson, Okla. Feb. 24 1911. Promissory Note 1911 after date we promise to pay to the order of Mrs. J. H. Ballard One Thousand and no/100 Dollars for value received, negotiable and payable without defalcation or discount and with interest from date at the rate of ten percent per annum and if the interest be not paid quarterly to become as principal and bear the same rate of interest. No 1 Due Nov. 1st 1911 signed E. E. Lowry and Emma B. Lowry

Now, if said part 1<sup>st</sup> of the first part shall pay or cause to be paid to said part 2<sup>d</sup> 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<sup>d</sup> of the second part shall be entitled to the possession of said premises. And the said part 1<sup>st</sup> 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 ha. hereunto set their hands the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, Geo. J. Rhynes, Notary Public, in and for said County and State on this 10<sup>th</sup> day of February, 1911, personally appeared E. E. Lowry and Emma B. Lowry (his wife) 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 March 10 1913 (Seal) Geo. J. Rhynes Notary Public

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

For value received, I acknowledge satisfaction and payment in full of the within mortgage, and same is hereby released.

Mrs. J. H. Ballard  
Signed and acknowledged before me Feb 25-1912  
H. B. Walkley  
Register of Deeds.