

MORTGAGE RECORD.

FROM

*J. A. Bearman and
Frederic B. Righter*
TO
W. H. Forbes
of *Highland, Kansas*.

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the *16* day
of *Feb* A. D. 19 *11*, at *8* o'clock *A.* M.
Fees, \$.

(Seal) *H. C. Nalkey*
Register of Deeds.

By Deputy.

MORTGAGE OF REAL ESTATE.—SAML. DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 1978

THIS INDENTURE, Made this *9th* day of *February* A. D. 19 *11*, between *J. A. Bearman and
Alice Bearman his wife and Frederic B. Righter and Amy Righter his wife*
Oklahoma, of the first part, and *W. H. Forbes* of *Highland, Kansas* County, in the State of
Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of
Five Hundred (\$250.00) and no more Dollars (\$*250.00*)
the receipt of which is hereby acknowledged, do hereby 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:

*The Northeast quarter (1/4) of section thirty-five (35);
Township Thirteen (13) North; Range Thirteen (13)
East, containing 1.60 acres more or less.* 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 *J. A. Bearman & Alice T. Bearman*
have this day executed and delivered *certain promissory note* in writing to said part. 2^d of the second part, described as follows:
*Dated Muskogee, Oklahoma, February 15, 1911, due five years
after date, executed for the principal sum of \$250.00, to-
gether interest thereon from date at the rate of 8% per
annum, interest payable annually as represented
by five coupon notes attached to said principal note
said interest coupon notes to bear interest from maturity
at 8% to 10%. It is expressly understood and agreed by and
between all of the parties to this mortgage that the parties
of the first part or their assigns, should have the privilege*

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, 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^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 appraisalment of said real estate and all benefit of the home-
stead exemption and stay laws of the State of Oklahoma.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set *their* hands the day and year first above written.

Muskogee
STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, *J. D. Simms*
in and for said County and State on this *16th* day of *February* 19 *11*, personally appeared
Frederic B. Righter and Amy Righter 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.

(Seal)
My commission expires *March 7, 1912* 19 *11*

J. D. Simms
Notary Public
J. D. Simms
Notary Public

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:

That *Frederic B. Righter and Amy Righter his wife* of *Tulsa* County,
in the State of Oklahoma, the within-named mortgage *in consideration of the sum of* *Five Hundred (\$250.00) and no more* DOLLARS,
to *W. H. Forbes* in hand paid, the receipt whereof is hereby acknowledged, do hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto
his 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 *16th* day of *February* 19 *11*.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the *16th* day of *February* A. D. 19 *11*, at *8* o'clock *A.* M. Fee, \$.

Register of Deeds.

RECEIPT.

Received of *Frederic B. Righter and Amy Righter his wife*
the within-named mortgagor the sum of *Five Hundred (\$250.00) and no more* DOLLARS,
in full satisfaction of the within mortgage.

10