

MORTGAGE RECORD.

FROM

State of Oklahoma, Tulsa County, ss.

COMPARED

TO

This instrument was filed for record on the 20 day of Feb. A. D. 1911, at 8 o'clock A. M.

Fees, \$

(Seal)

H. C. Walkley
Register of Deeds.

By Deputy.

MORTGAGE OF REAL ESTATE.—SAML DODGEWORTH BOOK CO., LEAVENWORTH, KAN., No. 19788

THIS INDENTURE, Made this 18th day of February, A. D. 1911, between Mary Buckmaster Burdick, Burdick & Oscar Burdick, her husband, of Tulsa County, in the State of Oklahoma, of the first part, and Chas. T. Renter, of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part of the first part, in consideration of One Hundred and Twenty Dollars (\$120.00), the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part of the second part, his heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

Lot Number Six in Block Number Twelve Cherokee Heights Addition to the City of Tulsa Oklahoma, subject to one prior mortgage.

TO HAVE AND TO HOLD THE SAME unto the said part 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 Mary Buckmaster Burdick and Oscar Burdick, her husband, by and through their agent, Chas. T. Renter, of Tulsa County, Oklahoma, on this day executed and delivered certain promissory note in writing to said part of the second part, described as follows:

No. 115725 Tulsa, Oklahoma, February 18, 1911.
I, Oscar Burdick, do hereby certify that each of the principal promises to pay to the order of Chas. T. Renter, One Hundred and Twenty Dollars (\$120.00) value received, negotiable and payable at the Exchange National Bank, Tulsa, Oklahoma, with interest at ten per cent per annum from maturity until paid. The makers, signers and endorser each severally waive presentation for payment, protest and notice.

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

Mary Buckmaster Burdick
Oscar Burdick

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, Arthur Newton, Notary Public in and for said County and State on this 18th day of February, 1911, personally appeared Mary Buckmaster Burdick and Oscar Burdick, 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 October 9, 1914.

(Seal) Arthur Newton
Notary Public.

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:

That Chas. T. Renter, of Tulsa County, in the State of Oklahoma, the within-named mortgagee in consideration of the sum of One Dollar and other consideration, in hand paid, the receipt whereof is hereby acknowledged, do hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto the Exchange National Bank of Tulsa, Okla., being 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 18th day of February, 1911.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 20 day of Feb. A. D. 1911, at 8 o'clock A. M. Fee, \$

(Seal) H. C. Walkley
Register of Deeds.

RECEIPT.

Received of the within-named mortgagor the sum of _____ and _____ DOLLARS, in full satisfaction of the within mortgage.

* and further consent to any renewal or extension without further notice they also agree to pay an attorney's fee of ten dollars and a ten per cent of this note if same is collected by an attorney or by legal proceedings.
Mary Buckmaster Burdick
Oscar Burdick
copy.