

MORTGAGE RECORD.

For value received, I acknowledge settlement and payment in full of the within mortgage, and state in hereby

Signed and acknowledged before me

FROM

Julius Halff
Lewis Clue
 Register of Deeds.

By

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 21 day of Feb A. D. 1911, at 4:35 o'clock P. M.

Fees, \$

(Seal) H. E. Walker
 Register of Deeds.

By

Deputy.

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

THIS INDENTURE, Made this 21st day of February, A. D. 1911, between *W. A. Rupp and Margaret Rupp* his wife of Tulsa County, in the State of Oklahoma, of the first part, and *Julius Halff* of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part of the first part, in consideration of *Five hundred dollars* Dollars (\$500) 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: *South one-half (1/2) Lot Five (5) Block One Hundred Fifty-one (151) of the City of Tulsa, according to the official plat thereof* DOLLARS,

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, subject however to a first mortgage of \$250.00 to the Tulsa State National Bank Co. due to the said Rupp and Margaret Rupp

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas said *W. A. Rupp and Margaret Rupp* have on this day executed and delivered *their* certain promissory note in writing to said part of the second part, described as follows: *note of \$575.00 due on or before one year from the date thereof and be secured by interest at the rate of 10 per cent per annum*

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 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 ha. hereunto set *their* hand the day and year first above written.

W. A. Rupp
Margaret Rupp

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, *A. D. Cruser* Notary Public in and for said County and State on this 21st day of February, 1911, personally appeared *W. A. Rupp* and *Margaret Rupp* 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 *January 17th* 1915 *(Seal) A. D. Cruser*

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS: That *W. A. Rupp and Margaret Rupp* of *Tulsa* County, in the State of Oklahoma, the within-named mortgage in consideration of the sum of *Five hundred dollars* DOLLARS, to *Julius Halff* 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 ha. hereunto set *his* hand this *21st* day of *February* A. D. 1911.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the *21st* day of *February* A. D. 1911, at *4:35* o'clock P. M. Fee, \$ *8* Register of Deeds.

RECEIPT.

Received of *Julius Halff* the within-named mortgagor the sum of *Five hundred dollars* DOLLARS, in full satisfaction of the within mortgage.