

MORTGAGE RECORD.

FROM

State of Oklahoma, Tulsa County, ss.

COMPARED

TO

This instrument was filed for record on the 21 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—BAMF DODD WORTH BOOK CO., LEAVENWORTH, KAN. No. 10788

THIS INDENTURE, Made this 20th day of February A. D. 1911, between John T. Warren and Ida J. Warren, his wife of Tulsa County, in the State of Oklahoma, of the first part, and Low Seay of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part of the first part, in consideration of two thousand and 95 Dollars (\$2,095) the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part of the second part, her heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: Lot #2 Sec 2 Township 16 North Range 13 East of the Indiana Base and Meridian Containing 2.6 acres more or less according to the Government survey thereof.

TO HAVE AND TO HOLD THE SAME unto the said part 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 John T. Warren and Ida J. Warren had this day executed and delivered to said part of the second part, described as follows: of even date herewith for two thousand (\$2,000.00) Dollars due in one year after date with interest at the rate of 8% per annum from date until paid.

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

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, J. C. Wyley, Notary Public in and for said County and State on this 20th day of Feb. 1911, personally appeared John T. Warren and Ida J. Warren 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 June 24 1913.

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of the sum of DOLLARS, in the State of Oklahoma, the within-named mortgage, in consideration of the sum of 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.