

## MORTGAGE RECORD.

FROM

TO

COMPARED

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 23 day of Feb A.D. 1911, at 3 o'clock P.M.

Fees, \$

By *H. C. Walkley* Deputy Register of Deeds.

MORTGAGE OF REAL ESTATE.—SAML DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 19783

THIS INDENTURE, Made this 20th day of February A.D. 1911, between *E. C. Osborn & A. L. Osborn* of *Tulsa* County, in the State of Oklahoma, of the first part, and *James E. Osborn* of *Tulsa* County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of *(\$500) Five Hundred* Dollars (\$500), the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part. y. of the second part, *his* heirs and assigns, the following-described Real Estate, situated in *Tulsa* County, and State of Oklahoma, to-wit: *Lots (1) one and (2) two in Block (15) Trifecta in the Owen Addition to the city of Tulsa Oklahoma according to the recorded plat thereof, duly filed for record*

TO HAVE AND TO HOLD THE SAME unto the said part. y. 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 *first parties* have this day executed and delivered *to the* certain promissory note in writing to said part. y. of the second part, described as follows: *Given Note of (\$500) Five Hundred Dollars dated February 20th 1911 bearing interest at the rate of 8% per annum payable the same - annually.*

Now, if said part. y. of the first part shall pay or cause to be paid to said part. y. 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. y. of the second part shall be entitled to the possession of said premises. And the said parties 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 have hereunto set *their* hand the day and year first above written.

*E. C. Osborn*  
*A. L. Osborn*

## STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, *John C. Magee* Notary Public in and for said County and State on this *21st* day of *February*, 1911, personally appeared *E. C. Osborn* and *A. L. Osborn* 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 *Dec. 8th* 1913. *(Seal) John C. Magee* Notary Public

## ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:

That *James E. Osborn* of *Tulsa* County, in the State of Oklahoma, the within-named mortgage in consideration of the sum of *500* DOLLARS, to *James E. Osborn* in hand paid, the receipt whereof is hereby acknowledged, do hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto *James E. Osborn* 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 *James E. Osborn* hereunto set *his* hand this *21st* day of *February* 1911.

EXECUTED IN PRESENCE OF

(This assignment was filed for record on the *23rd* day of *Feb* A.D. 1911, at *3* o'clock *P.M.* Fee, \$ *1.00*)

Register of Deeds.

## RECEIPT.

Received of *James E. Osborn* the within-named mortgagor the sum of *500* DOLLARS, in full satisfaction of the within mortgage.