

MORTGAGE RECORD.

COMPARED

FROM

C. M. Kerst and wife

TO

J. A. David

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 27 day of Feb. A. D. 1911, at 4 o'clock P. M.

Fees, \$

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

By

Deputy.

MORTGAGE OF REAL ESTATE.—BANK DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 19788

THIS INDENTURE, Made this 12th day of December A. D. 1910, between C. M. Kerst and Lulu C. Kerst his wife of Tulsa County, in the State of Oklahoma, of the first part, and J. A. David of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of Eleven Hundred (\$1100.00) Dollars (\$.....),

the receipt of which is hereby acknowledged, do hereby presents grant, bargain, sell and convey unto said party 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 Two (2) and the south thirty (30) feet of Lot one (1) in Block number three (3) of Parkwood Place an addition to Tulsa according to the recorded plat thereof, to DOLLARS, together with the improvements thereon.

This mortgage is given subject to a first mortgage of twenty-one hundred thirty-nine and 15/100 (\$2139.15) Dollars due to the Nevada-Texas Home Loan and Investment Company payable in \$20.00 Dollars per month.

TO HAVE AND TO HOLD THE SAME unto the said party 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 parties of the first part executed and delivered to said party of the second part, certain promissory notes in writing to said party of the second part, described as follows: Five Hundred (\$500.00) Dollars due on or before December 12th, 1911; Three Hundred (\$300.00) Dollars due on or before December 12th, 1912; Three Hundred (\$300.00) Dollars due on or before December 12th, 1913. All three notes bearing 8% interest payable semi-annually.

Now, if said parties of the first part shall pay or cause to be paid to said party of the second part, his heirs or assigns, said sum of money in the above-described notes 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 party 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 hands the day and year first above written.

C. M. Kerst
Lulu C. Kerst

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, James B. Bricker, Notary Public in and for said County and State on this 12th day of December, 1910, personally appeared C. M. Kerst and Lulu C. Kerst 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 April 19, 1913 (Seal) James B. Bricker Notary Public

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS: That..... of..... County, in the State of Oklahoma, the within-named mortgage..... in consideration of the sum of..... and..... DOLLARS, to..... 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 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 sum of..... the within-named mortgagor..... and..... DOLLARS, in full satisfaction of the within mortgage.