

## MORTGAGE RECORD.

COMPARED

FROM

C. R. Hunter and Clara Hunter

TO

John Schmitz

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 27 day of Feb. A. D. 1911, at 11 o'clock A. M.

Fees, \$.

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

By

Deputy.

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

THIS INDENTURE, Made this 16<sup>th</sup> day of January, A. D. 1911, between C. R. Hunter and Clara Hunter his wife, of Tulsa County, in the State of Oklahoma, of the first part, and John Schmitz of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1<sup>st</sup> of the first part, in consideration of One Hundred and fifty Dollars (\$150), the receipt of which is hereby acknowledged, do hereby presents grant, bargain, sell and convey unto said part 2<sup>d</sup> of the second part, his heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: The East half of the South East Quarter and the South West Quarter of the South East Quarter of Section Four (4) Township Eighteen (18) Range Sixteen East and containing one hundred and twenty acres.

TO HAVE AND TO HOLD THE SAME unto the said part 2<sup>d</sup> of the second part, his heirs and assigns, together with all and singular the tenements, hereditaments and appurtenances therunto belonging, or in anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas said C. R. Hunter and Clara Hunter have on this day executed and delivered to said part 2<sup>d</sup> of the second part, in writing to said part 2<sup>d</sup> of the second part, described as follows: 150.00 Tulsa Okla. Jan 16<sup>th</sup> 1911. On March 24<sup>th</sup> 1911 after date we promise to pay to the order of John Schmitz One Hundred and fifty dollars at the Central National Bank of Tulsa with all atty fees and cost of collection and value recorded with interest at 10% per annum.

Now, if said part 1<sup>st</sup> of the first part shall pay or cause to be paid to said part 2<sup>d</sup> 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 2<sup>d</sup> of the second part shall be entitled to the possession of said premises. And the said part 1<sup>st</sup> 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 1<sup>st</sup> of the first part has hereunto set my hand, the day and year first above written.

C. R. Hunter  
Clara Hunter

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, Chas Evans, Notary Public in and for said County and State on this 16 day of January, 1911, personally appeared C. R. Hunter and Clara Hunter his wife to me known to be the identical person 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 1/3/15. (Seal) Chas Evans  
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 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 my 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.

For value received, I acknowledge satisfaction and payment in full of the within mortgage, and same is hereby released.

John Schmitz  
Signed and acknowledged before me  
Chas Evans  
Notary Public  
Jan 16<sup>th</sup> 1911