

MORTGAGE RECORD.

FROM

J. H. Hill & E. L. Hill

TO

Gerson, Eisman & Co.

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 1st day of March, A. D. 1911, at 5 o'clock P. M.

Fees, \$

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

By Deputy.

MORTGAGE OF REAL ESTATE.—SAML. DODD WORTH BOOK CO., LAWYER, KAN. No. 19783

THIS INDENTURE, Made this 1st day of March, A. D. 1911, between J. H. Hill and his wife E. L. Hill, of Tulsa, Tulsa County, in the State of Oklahoma, of the first part, and Gerson, Eisman & Co. of Oklahoma City, County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of Seven Hundred Dollars (\$ 700.00), the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said party of the second part, their heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

The North 35 feet of lot 3, Block 46 on Greenwood Ave. of the City of Tulsa, State of Oklahoma, County of Tulsa, upon which lot there is some 2 story Brick Building 35 x 70 Valued at five thousand dollars.

TO HAVE AND TO HOLD THE SAME unto the said party of the second part, their 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 party of the first part has at this day executed and delivered one certain promissory note in writing to said party of the second part, described as follows:

One promissory note for Seven Hundred Dollars, dated March 1st, 1911, payable to Gerson, Eisman & Co. at their office in Oklahoma City, Oklahoma, 12 months after date, with interest at 8% from date of maturity.

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

J. H. Hill
E. L. Hill

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me,

H. D. Evans,

Notary Public

in and for said County and State on this 1st day of March, 1911, personally appeared J. H. Hill and E. L. Hill 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 Jan 21, 1915 (Seal) H. D. Evans, Notary Public.

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:

That, of Tulsa County, 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 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 within-named mortgagor the sum of DOLLARS, in full satisfaction of the within mortgage.