

## MORTGAGE RECORD.

COMPLETED

FROM

TO

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 4<sup>th</sup> day  
of March A. D. 1911, at 8 o'clock A. M.  
Fees, \$

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

MORTGAGE OF REAL ESTATE.—BANK DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 19738

THIS INDENTURE, Made this 20<sup>th</sup> day of February A. D. 1911, between  
*W. H. Sapp* (a single man) of Lincoln County, in the State of  
Oklahoma, of the first part, and *W. E. Arnold* of Lincoln County, in the State of  
Oklahoma, of the second part:

WITNESSETH, That said party of the first part, in consideration of  
*Thirteen Hundred and Fifty and no/100* Dollars (\$*1,350.00*),  
the receipt of which is hereby acknowledged, do hereby these 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:

*Lots twenty (20) and twenty one (21) in Block twenty seven (27)  
also lots twenty five (25) and twenty six (26) in Block thirty four (34)  
in Midland Addition to the town of Bixby, according to the  
recorded plat thereof*

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 *W. H. Sapp*  
has on this day executed and delivered *two* certain promissory notes in writing to said party of the second part, described as follows:

*Dated Molliston, Okla. Feby. 20<sup>th</sup> 1911, one for \$500.00 due May  
20<sup>th</sup> 1911 and one note for \$8.50 due Nov 1<sup>st</sup> 1911 with interest  
from date at the rate of 5% per annum, payable at the  
Molliston State Bank Molliston, Okla.*

Now, if said party 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 party of the first part for said consideration do hereby expressly waive an appraisal of said real estate and all benefit of the home-  
stead exemption and stay laws of the State of Oklahoma.

IN WITNESS WHEREOF, The said party of the first part has hereunto set *his* hand the day and year first above written.

*Lincoln*  
STATE OF OKLAHOMA, ~~TULSA~~ COUNTY, ss.

Before me, *F. Richardson* Notary Public  
in and for said County and State on this 25<sup>th</sup> day of February, 1911, personally appeared  
*W. H. Sapp* and  
to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that *he* executed the same as  
*his* free and voluntary act and deed for the uses and purposes therein set forth.  
My commission expires *May 19<sup>th</sup> 1914*

## ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:

That *W. H. Sapp* of *Lincoln* County,  
in the State of Oklahoma, the within-named mortgage in consideration of the sum of *1,350.00* DOLLARS,  
to *W. E. Arnold* 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 *his* hand this *25<sup>th</sup>* day of *February* 1911.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the *25<sup>th</sup>* day of *February* A. D. 1911, at  
o'clock *8* M. Fee, \$

Register of Deeds.

## RECEIPT.

Received of *W. E. Arnold* the within-named mortgagor the sum of *1,350.00* DOLLARS,  
in full satisfaction of the within mortgage.