

MORTGAGE RECORD.

FROM

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 11th day of March, A. D. 1911, at 11:30 o'clock P. M.

Fee, \$

(seal)

N. C. Walkley
Register of Deeds.

By

Deputy.

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

THIS INDENTURE, Made this 10th day of March, A. D. 1911, between J. N. Thomas and Eugenia Thomas his wife of Tulsa, Tulsa County, in the State of Oklahoma, of the first part, and N. H. Feldmann of Bowling Green, Pike County, in the State of Missouri, of the second part:

WITNESSETH, That said part^{ies} of the first part, in consideration of Fifteen hundred (\$1500.00) and no^r 1.00 Dollars (\$.....), 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:

The South Half (1/2) of the Northeast quarter (1/4) of section seven (7) township twenty (20) north, Range thirteen (13) east

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 therunto belonging, or in anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas said J. N. Thomas and Eugenia Thomas his wife have at this day executed and delivered their certain promissory note in writing to said part^y of the second part, described as follows:

One (1) promissory note dated March 10th 1911 for the sum of fifteen (\$1500.00) Dollars, payable to the order of N. H. Feldmann, one (1) year after date with interest at the rate of eight (8%) per cent per annum from date, payable semi-annually.

Now, if said part^{ies} 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 part^{ies} 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 part^{ies} of the first part have hereunto set their hand the day and year first above written.

J. N. Thomas
Eugenia Thomas

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, the undersigned Notary Public in and for said County and State on this 11th day of March, 1911, personally appeared J. N. Thomas and Eugenia Thomas 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 July 12, 1913.

Chas. Valdes
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 ha 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..... and..... DOLLARS, in full satisfaction of the within mortgage.