

MORTGAGE RECORD.

COMPARE

FROM

John L. Essley

TO

Hilda A. Essley

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 13th day of March A. D. 1911, at 1:50 o'clock P. M.

Fees, \$

Seal

H. C. Walkley

Register of Deeds

By

Deputy.

MORTGAGE OF REAL ESTATE.—SAML DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 19783

THIS INDENTURE, Made this 11th day of March A. D. 1911, between John L. Essley of Tulsa County, in the State of Oklahoma, of the first part, and Hilda A. Essley of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH that said part of the first part, in consideration of One Thousand (\$1000.00) Dollars (\$1000.00), the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto said part of the second part, her heirs and assigns, the following described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

Lot number 12 Block number 60 Ten in Lynche and for the addition to Tulsa Oklahoma with all improvements thereon, according to the official plat thereof.

TO HAVE AND TO HOLD THE SAME unto the said part of the second part, her 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 John L. Essley has this day executed and delivered to Hilda A. Essley certain promissory note in writing to said part of the second part, described as follows: From John L. Essley to Hilda A. Essley for the sum of (\$1000.00) One Thousand Dollars, bearing interest at the rate of (8%) Eight Percent per annum payable three years from date note dated Jan 7th, 1911 due Jan 7th 1914.

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

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, Russ L. Grant Notary Public in and for said County and State on this 11th day of March 1911, personally appeared John L. Essley and he is 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 July 16th 1913 Seal Russ L. Grant

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS: That 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 P. 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.

Signed and acknowledged before me this 11-19-11.

By Russ L. Grant

Notary Public