

## MORTGAGE RECORD.

COMPARED

FROM

C. W. Riley

TO

John R. Hall

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 14<sup>th</sup> day of March A. D. 1911, at 8 o'clock A. M.

Fees, \$.

Seal

H. C. Walkley

Register of Deeds.

By Deputy.

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

THIS INDENTURE, Made this 4<sup>th</sup> day of February A. D. 1911, between C. W. Riley and his wife Catherine Riley of Tulsa County, in the State of Oklahoma, of the first part, and John R. Hall of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part of the first part, in consideration of Five Hundred Dollars (\$500.00), the receipt of which is hereby acknowledged, do hereby presents grant, bargain, sell and convey unto said part of the second part, his heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: Lot (13) Thirteen and the north (20) twenty feet of lot (14) fourteen in Block No. 54, fifty four in incorporated town of Broken Arrow, also one gas engine, one wood saw, one iron saw, one saw mill, one trip hammer, 3 logs, 2 axes, hammers, tongs, saws and all the tools and apparatus belonging to the shop above described, bought of P. A. Fox.

TO HAVE AND TO HOLD THE SAME unto the said part 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 C. W. Riley and his wife Catherine Riley have this day executed and delivered their certain promissory note in writing to said part of the second part, described as follows:

August 4<sup>th</sup> 1911 after date without demand, notice or protest, me or either of us as Principal Promisor to pay to the order of John R. Hall Five Hundred Dollars for value received negotiable and payable and with interest at the rate of 10 per cent per annum until paid. Payable at the first call Bank of Broken Arrow Okla. 2<sup>nd</sup> of the interest be not paid annually it shall become a part of Principal and bear interest at the same rate of interest. The maker, sureties and endorser waive demand, notice and protest and agree to let the time of payment be extended without and consent from time to time until paid. On call this note is payable in the hands of an attorney for collection.

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

C. W. Riley

Catherine Riley

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, F. S. Hurd

in and for said County and State on this 4<sup>th</sup> day of February, 1911, personally appeared C. W. Riley and Catherine Riley, known to me 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 Jan. 26 1915

Seal

F. S. Hurd

Notary Public

KNOW ALL MEN BY THESE PRESENTS:

That, of 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, hereunto set hand this day of Dec. 12-1911

EXECUTED IN PRESENCE OF

This assignment was filed for record on the day of Jan. 10, 1911, at o'clock M. Fee, \$

Signed and acknowledged before me

H. C. Walkley

Register of Deeds.

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## RECEIPT.

Received of the within-named mortgagor the sum of DOLLARS, in full satisfaction of the within mortgage.

agrees to pay \$ additional as attorney fees

C. W. Riley  
Catherine Riley  
F. S. Hurd

Seal

State of Oklahoma ss.  
County of Wagoner

On this 6<sup>th</sup> day of February 1911 before me B. G. Beaman a Notary Public in and for said County and State personally appeared C. W. Riley and Catherine Riley known to me 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 and for the uses and purposes therein set forth.

In testimony whereof I have hereunto set my hand and affixed my official seal this day and year first above written.

B. G. Beaman

Notary Public

my com. expires Jan. 30<sup>th</sup> 1915.

Seal.