

MORTGAGE RECORD.

FROM

Ella R. Joff

COMPARED

E. R. Joff

TO

Thomas J. Dawson

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 17th day of March A. D. 1911, at 10:30 o'clock A. M.

Fees, \$.

Seal

H. C. Wakeley

Register of Deeds.

By

Deputy.

MORTGAGE OF REAL ESTATE.—BANK DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 10738

THIS INDENTURE, Made this 15th day of March A. D. 1911, between Ella R. Joff and E. R. Joff her husband of Tulsa County, in the State of Oklahoma, of the first part, and Thomas J. Dawson of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part of the first part, in consideration of Nine Hundred Dollars (\$900.00), the receipt of which is hereby acknowledged, do by these 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: Commencing at a point (16.50) sixteen hundred and fifty feet north of the south west corner of the southwest quarter of section (18) Eighteen Township (19) nineteen north range (13) thirteen east Tulsa DOLLARS, County Oklahoma Thence East (6.60) six hundred and sixty feet, thence north (330) three hundred and thirty feet, thence west (6.60) six hundred and sixty feet, thence south (330) three hundred and thirty feet to place of beginning containing 5 acres subject to roadways as now of record and to the same 5 acres which Thomas J. Dawson and Ella R. Dawson 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 Ella R. Joff and E. R. Joff on this day executed and delivered their certain promissory note in writing to said part of the second part, described as follows: \$900.00 Tulsa Okla. March 15th 1911. For value received Three years after date we promise to pay to the order of Thomas J. Dawson nine hundred and no/100 dollars at Central National Bank with interest from date at the rate of Eight percent per annum until paid. Interest to be paid semi-annually.

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.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, Russ L. Grant Notary Public in and for said County and State on this 15th day of March 1911, personally appeared Ella R. Joff and E. R. Joff (her husband) 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 16th 1913 Seal Russ L. Grant 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 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 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 DOLLARS, in full satisfaction of the within mortgage.