

MORTGAGE RECORD.

FROM

J. W. Scharfenberg

TO

J. C. Lyman

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 12 day
of Mar A. D. 1911, at 2:30 o'clock P. M.

Fees, \$.

H. C. Waskley
Register of Deeds.

By Seal Deputy.

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

THIS INDENTURE, Made this 13th day of March A. D. 1911, between
Julius W. Scharfenberg of Tulsa County, in the State of
Oklahoma, of the first part, and Jennie C. Lyman of Tulsa County, in the State of
Oklahoma, of the second part:

WITNESSETH, That said part 1st of the first part, in consideration of

Six hundred

Dollars (\$600.00),

the receipt of which is hereby acknowledged, do hereby by these presents grant, bargain, sell and convey unto said part 2nd of the second part, her heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

An undivided one half (1/2) interest in the following described Real Estate to-wit:
Lots One (1), Two (2), Three (3) and Four (4) (Except the West 100 feet thereof) Lots Five (5) and six (6) all in Block One (1) of "S. & G. Addition" To Tulsa Oklahoma according to the plat thereof filed and of record in the office of the recorder in and for the County of Tulsa and State of Oklahoma.

TO HAVE AND TO HOLD THE SAME unto the said part 2nd 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 Julius W. Scharfenberg has this day executed and delivered his certain promissory note in writing to said part 2nd of the second part, described as follows:
Being in the sum of Six hundred \$600.00 dollars dated at Tulsa Okla on March 13th 1911, and due and payable on or before Three years after its date and bearing interest from its date and until paid at the rate of 6% per annum

Now, if said part 1st of the first part shall pay or cause to be paid to said part 2nd 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 2nd of the second part shall be entitled to the possession of said premises. And the said part 1st 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 1st of the first part has hereunto set his hand the day and year first above written.

Julius W. Scharfenberg

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, the undersigned Notary Public in and for said County and State on this 13th day of March, 1911, personally appeared Julius W. Scharfenberg 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 29- 1912 (Seal) Francis Kumble 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

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.