

## MORTGAGE RECORD.

COMPLETED

FROM George Brown

TO J. H. Orist

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 27 day of Mar A. D. 1911, at 8 o'clock A. M.

Fees, \$ Seal H. C. Warkley  
Register of Deeds.

By Seal Deputy.

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

THIS INDENTURE, Made this 25th day of March A. D. 1911, between George Brown a single man of muskego County, in the State of Oklahoma, of the first part, and J. H. Orist of Texas and Arkansas County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part Y of the first part, in consideration of Three Hundred and no 1/100 Dollars (\$ 300), 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 Southwest Quarter of the Northwest Quarter and lot Four (4) of Section One (1) Township seventeen (17) North Range Twelve (12) East of the Indian Base and meridian in Tulsa County Oklahoma containing 80.84 acres more or less, according to the United States Government survey thereof, same being a part of the allotment of Harry Brown, a Creek Freedman whose Roll number is 1439.

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 George Brown has on this day executed and delivered one certain promissory note in writing to said part Y of the second part, described as follows: one note of \$200, dated March 25th 1911, due September 25th 1911, with 10% interest from maturity until paid, further providing for an attorney fee of \$50 and all other cost of collection. This mortgage was subject to a mortgage loan of \$1000 dated November 26th 1909, in favor of C. W. Cleop, having 5 1/2% interest later assigned to the Gen Hancock Mutual Life Insurance Company of Boston Mass.

Now, if said part Y 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 Y 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 Y of the first part has hereunto set his hand the day and year first above written.

muskego  
STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, the undersigned notary public in and for said County and State on this 25th day of March, 1911, personally appeared George Brown a single man and he 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 Jan 16 - 1915 Seal J. R. Skinner notary public

## ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:

That George Brown of muskego County, in the State of Oklahoma, the within-named mortgage in consideration of the sum of 300 and no DOLLARS, to George Brown in hand paid, the receipt whereof is hereby acknowledged, do hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto George Brown 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 George Brown has hereunto set his hand this 25th day of March 1911.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 27th day of March A. D. 1911, at 8 o'clock A. M. Fee, \$ Seal

Register of Deeds.

## RECEIPT.

\$ 300 Received of George Brown the within-named mortgagor the sum of 300 DOLLARS, in full satisfaction of the within mortgage.