

## MORTGAGE RECORD.

FROM

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 31<sup>st</sup> day of March A. D. 1911, at 4 o'clock P. M.

Fees, \$

SeeH. E. W. Warkley

Register of Deeds.

By See Deputy.

MORTGAGE OF REAL ESTATE.—SAML. DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 19758

THIS INDENTURE, Made this 30<sup>th</sup> day of March A. D. 1911, between Bernard E. Capps and Hazel F. Capps his wife of Craig County, in the State of Oklahoma, of the first part, and R. W. Kellough of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1<sup>st</sup> of the first part, in consideration of Two Thousand and no/100 Dollars (\$ 2,000), the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 2<sup>d</sup> of the second part, his heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: Lot number nine (9) in Block number two (2) in the Homer Addition to the City of Tulsa, Oklahoma, according to the plat thereof. DOLLARS.

TO HAVE AND TO HOLD THE SAME unto the said part 2<sup>d</sup> of the second part, 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 First Parties ha. 1<sup>st</sup> this day executed and delivered two certain promissory notes in writing to said part 2<sup>d</sup> of the second part, described as follows: One for \$1,000.00 dated March 31-1911, due one year from date with interest at rate of 8% per annum Bernard E. Capps and Hazel F. Capps makers R. W. Kellough payee. One for \$1,000.00 dated March 31-1911 due two years from date with interest at rate of 8% per annum Bernard E. Capps and Hazel F. Capps makers R. W. Kellough payee.

Now, if said part 1<sup>st</sup> of the first part shall pay or cause to be paid to said part 2<sup>d</sup> 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 2<sup>d</sup> of the second part shall be entitled to the possession of said premises. And the said part 1<sup>st</sup> of the first part for said consideration do hereby expressly waive an appraisalment 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 1<sup>st</sup> of the first part ha. 1<sup>st</sup> hereunto set their hands the day and year first above written.

Bernard E. Capps  
Hazel F. Capps

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, John A. Wise Craig Notary Public  
in and for said County and State on this 30<sup>th</sup> day of March, 1911, personally appeared Bernard E. Capps and Hazel F. Capps his wife 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. Witness my hand and notarial seal this day and year above set forth. John A. Wise  
My commission expires July 23rd 1912 See Notary Public

## ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:

That See of See County, in the State of Oklahoma, the within-named mortgage in consideration of the sum of See and See DOLLARS, to See in hand paid, the receipt whereof is hereby acknowledged, do hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto See 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. See hereunto set See hand this See day of See 19See.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the See day of See A. D. 19See, at See o'clock See M. Fee, \$ See

Register of Deeds.

## RECEIPT.

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

## then the whole of said sum or sums and interest thereon together with an attorney's fee of \$200.00 shall be due and payable by them.