

MORTGAGE RECORD.

FROM

TO

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 1 day
of April A. D. 1911, at 3 o'clock P. M.Fees, \$...
Seal H. C. Wexley
Register of Deeds.

By... Deputy.

MORTGAGE OF REAL ESTATE.—SAML. DODD WORTH BOOK CO., LAVERNORTH, KAN. No. 19788

THIS INDENTURE, Made this 1 day of April A. D. 1911, between Joseph T. Barnes and Ella Barnes husband and wife of Tulsa County, in the State of Oklahoma, of the first part, and E. A. Kelly of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1 of the first part, in consideration of Five hundred and no 100 Dollars (\$500.00), the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 2 of the second part, his heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: The northwest quarter of the northwest quarter (NW 1/4 of NW 1/4) and the West Half of the East Half of the Northwest Quarter (W 1/2 of E 1/2 of NW 1/4) of Section Twenty Five (25) in Township Twenty One (21) North, of Range Thirteen (13) East of 2nd M.

TO HAVE AND TO HOLD THE SAME unto the said part 2 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 Joseph T. Barnes and Ella Barnes have this day executed and delivered their certain promissory note in writing to said part 2 of the second part, described as follows: note for \$500.00 dated April 1-1911 and due May 6, 1911 with interest at 10% per annum

This lien hereby created is subject to a mortgage for \$175.00 and interest to the Travelers Insurance Company of Hartford Conn. dated Sept. 28, 1908, and recorded Sept. 30, 1908 in Book 36 page 319 of the records of Tulsa County Okla.

Now, if said part 1 of the first part shall pay or cause to be paid to said part 2 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 of the second part shall be entitled to the possession of said premises. And the said part 1 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 1 of the first part have hereunto set their hands the day and year first above written.

Joseph T. Barnes
Ella Barnes

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, Nellie F. Cook a Notary Public in and for said County and State on this 1 day of April 1911, personally appeared Joseph T. Barnes and Ella Barnes husband and 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.

My commission expires November 11, 1912 Seal

Nellie F. Cook 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 his 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... 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... and... DOLLARS, in full satisfaction of the within mortgage.