

MORTGAGE RECORD.

FROM

State of Oklahoma, Tulsa County, ss.

TO

This instrument was filed for record on the 5th day
of April, A. D. 1911, at 1 o'clock P. M.

Fees, \$

Sect H. E. Wadley
Register of Deeds.

By

Deputy.

COMPARED

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

THIS INDENTURE, Made this 31st day of March, A. D. 1911, between F. E. Burnett and wife Sus Burnett of Broken Arrow, Tulsa County, in the State of Oklahoma, of the first part, and Laura Hawley of Broken Arrow, Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1st of the first part, in consideration of Four Hundred no/100 Dollars (\$400.00), the receipt of which is hereby acknowledged, do hereby presents grant, bargain, sell and convey unto said part 2^d of the second part, her heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: Lots Four (4) and Five (5) in Block fifty (50) Original Town of Broken Arrow.

DOLLARS,

TO HAVE AND TO HOLD THE SAME unto the said part 2^d 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 F. E. Burnett and wife Sus Burnett have this day executed and delivered their certain promissory note in writing to said part 2^d of the second part, described as follows: One note for the sum of \$400.00 due and payable on or before eighteen months after date drawing interest payable annually at the rate of ten per cent until paid.

mortgagors to keep said property insured for the benefit of mortgagee and failure to so do matures this mortgage in the same manner as failure to pay interest on tax.

Now, if said part 1st of the first part shall pay or cause to be paid to said part 2^d 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 2^d 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 appraisement 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 have hereunto set their hand the day and year first above written.

F. E. Burnett
Sus Burnett

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, M. D. Hawley, Notary Public in and for said County and State on this 5th day of April, 1911, personally appeared F. E. Burnett and wife Sus Burnett in her own right, to me known to be the identical person 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 March 28th 1912.

Sect A. L. Law's
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, ha hereunto set hand this day of 19.

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 in full satisfaction of the within mortgage. DOLLARS,