

MORTGAGE RECORD.

FROM

TO

COMPARED

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 8th day of April, A. D. 1911, at 9⁴⁵ o'clock P. M.By *W. H. Oglesby* Register of Deeds.
J. C. Malley Deputy.

MORTGAGE OF REAL ESTATE.—SAML. DOBBSWORTH BOOK CO., LEAVENWORTH, KAN. No. 10788

THIS INDENTURE, Made this 8th day of April, A. D. 1911, between *D. H. Oglesby & Mary J. Oglesby his wife* of *Tulsa* County, in the State of Oklahoma, of the first part, and *E. R. Kemp and John T. Hayden, a co-partnership* of *Tulsa* County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part *1st* of the first part, in consideration of *Three Hundred and no* Dollars (\$*300.00*), the receipt of which is hereby acknowledged, do hereby these presents grant, bargain, sell and convey unto said part *2^d* of the second part, *their* heirs and assigns, the following-described Real Estate, situated in *Tulsa* County, and State of Oklahoma, to-wit: *Beginning at a point on the west line of Section 7-73-12 feet North of the Southwest corner of the northwest quarter of said section; Thence north fifty (50) feet; Thence east least 125 feet; Thence south fifty (50) feet; Thence west One Hundred Twenty-five (125) feet to the place of beginning, all in Section 7 Township 8 North Range 13 East*

TO HAVE AND TO HOLD THE SAME unto the said part *2^d* of the second part, *their* 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 *Parties of the first part* have this day executed and delivered, at *Tulsa, Okla.* certain promissory note, in writing to said part *2^d* of the second part, described as follows: *in words and figures:—Tulsa, Okla. April 8-1911 One year after date we promise to pay to the order of E. R. Kemp & John T. Hayden, co-partners, composed of E. R. Kemp and John T. Hayden Three Hundred Dollars at the Central National Bank, with interest at the rate of 10% per annum from date for value received*

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, *their* 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 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 have hereunto set *their* hand, the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, *John Schmitz* a *Mary C. Public* in and for said County and State on this 8th day of April, 1911, personally appeared *D. H. Oglesby* and *Mary J. Oglesby, 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.

My commission expires *June 26* 1915

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:

That *the* of *Tulsa* County, in the State of Oklahoma, the within-named mortgage, in consideration of the sum of *Three Hundred and no* DOLLARS, to *the* in hand paid, the receipt whereof is hereby acknowledged, do hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto *the* 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 *their* hand, this *8th* day of *April* 1911.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the *8th* day of *April*, A. D. 1911, at *9⁴⁵* o'clock *P.* M. Fee, \$*1.00*

Register of Deeds.

RECEIPT.

Received of *the within-named mortgagee* the sum of *Three Hundred and no* DOLLARS, in full satisfaction of the within mortgage.