

MORTGAGE RECORD.

COMPALED

FROM

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 14 day
of April A. D. 1911, at 8 o'clock A. M.

Fees, \$.

Seal

H. C. Warkley

Register of Deeds.

By

Deputy.

MORTGAGE OF REAL ESTATE.—BANK DODD WORTH BOOK CO., LEAVENWORTH, KAN. No. 10788

THIS INDENTURE, Made this 12 day of April A. D. 1911, between A. N. Smith
and Sarah E. Smith his wife of Tulsa County, in the State of
Oklahoma, of the first part, and Claude Whitbeck of Tulsa County, in the State of
Oklahoma, of the second part:

WITNESSETH, That said part of the first part, in consideration of
Twenty hundred and no/100 Dollars (\$2000.00),
the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part of the second part, his heirs and
assigns, the following described Real Estate, situated in Broken Arrow, Tulsa County, and State of Oklahoma, to-wit:
Lot 24 (6) in Block (43) Forty-three in the original town of Broken Arrow
OKla.

DOLLARS,

TO HAVE AND TO HOLD THE SAME unto the said part 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 A. N. Smith and Sarah E. Smith his wife
have this day executed and delivered One certain promissory note in writing to said part of the second part, described as follows:
Broken Arrow OKla. April 12th 1911. Twelve months after date without
demand notice or protest we or either of us as principal promise to pay to the
order of Claude Whitbeck the sum of Two hundred no/100 dollars for value
received negotiable and payable and with interest from date at the rate of
10 percent per annum until paid payable at the First State Bank
of Broken Arrow OKla.

Now, if said parties of the first part shall pay or cause to be paid to said part 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 of the second part shall be entitled to the possession
of said premises. And the said part of the first part for said consideration do hereby expressly waive an appraisal of said real estate and all benefit of the home-
stead exemption and stay laws of the State of Oklahoma.

IN WITNESS WHEREOF, The said part of the first part has hereunto set their hands the day and year first above written.

A. N. Smith
Sarah E. Smith

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, A. L. Law's 12th day of April 1911, personally appeared
A. N. Smith and Sarah E. Smith his wife
to be 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 March 28 1912 Seal 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 has 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 A. M. Fee, \$

Register of Deeds.

RECEIPT.

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