

## MORTGAGE RECORD.

FROM

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 15 day  
of Apr A. D. 1911, at 4:00 o'clock P. M.

Fees, \$.

Seal

H. E. Warkley

Register of Deeds.

By

Deputy.

MORTGAGE OF REAL ESTATE—SAML DODSWORTH BOOK CO., LAWYERWORTH, KAN. No. 10788

THIS INDENTURE, Made this 15th day of April A. D. 1911, between Ruby Madansky and Max Madansky, his husband, of Tulsa County, in the State of Oklahoma, of the first part, and J. W. Gillette, of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part of the first part, in consideration of Fifteen hundred Dollars (\$1500.00), the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part of the second part, heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: The north half (1/2) of lot four (4) in Block One hundred twenty nine (129) in the City of Tulsa, Oklahoma according to the official plat thereof.

TO HAVE AND TO HOLD THE SAME unto the said part 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 Ruby Madansky and Max Madansky, his husband, on this day executed and delivered to said part of the second part, described as follows:

1500.00 Tulsa, Oklahoma, April 15-1911, Six months after date for value received, promise to pay to the order of First National Bank of Tulsa, Oklahoma, Fifteen hundred dollars at its banking house in Tulsa, Oklahoma with interest at ten per cent per annum after maturity. The principal, interest, penalties, and guaranties of this note hereby severally waived presentment and demand of payment, notice of non payment, protest and notice of protest and extension of time of payment, interest on this note to be paid annually and if not paid when due to bear interest at the rate specified for the principal of this note is not paid when due and is collected by an attorney or by suit, principal, penalties and guaranties agree to pay an attorney fee for the collection of same of ten dollars and ten per cent of the amount remaining unpaid. (Copy)

Now, if said part of the first part shall pay or cause to be paid to said part of the second part, 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 homestead exemption and stay laws of the State of Oklahoma.

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

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, C. W. Gillette, Notary Public, in and for said County and State on this 15th day of April, 1911, personally appeared Ruby Madansky and Max Madansky, 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 April 12, 1912. Seal C. W. Gillette

## 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 1911.

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 DOLLARS, in full satisfaction of the within mortgage.