

MORTGAGE RECORD.

COMPARED

FROM

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 1st day of April, A. D. 1911, at 2¹⁰ o'clock P. M.

Fees, \$ See

H. C. W. Warkley

Register of Deeds.

By

Deputy.

MORTGAGE OF REAL ESTATE.—SAMI, HODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 19753

THIS INDENTURE, Made this 19th day of April, A. D. 1911, between Reuben L. Partridge and Bertha E. Partridge his wife of Tulsa County, in the State of Oklahoma, of the first part, and J. M. Evans of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH That said part 1st of the first part, in consideration of Five hundred Dollars (\$500.00), the receipt of which is hereby acknowledged, do by these 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: The south half of the southeast quarter of the northeast quarter (S 1/2 of S E 1/4 of N E 1/4) of section sixteen (16) Township nineteen (19) North and of Range Thirteen (13) East, of the Indian Base and Meridian containing 20 acres more or less, according to the U. S. Survey thereof.

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 Reuben L. Partridge and Bertha E. Partridge his wife, have this day executed and delivered their certain promissory note in writing to said part 2^d of the second part, described as follows: \$500.00 dated April 19th 1911 due April 19th 1912 to the order of J. M. Evans at Marshalltown State Bank, Marshalltown Iowa, with interest at 9% per annum from date. Should any interest on principal not be paid when due it shall bear interest at the rate of 11% per annum until paid. Interest on this note to be paid annually. The principal, endorses, sureties and guarantors of this note shall waive presentment and demand of payment notice of non payment protest and notice of protest and extension of time of payment of this note is not paid when due and is collected by an attorney or by suit, principal, sureties and endorses agree to pay an attorney fee of \$10.00 for the collection of same and 10% of the amount remaining unpaid. Signed: Reuben L. Partridge Bertha E. Partridge

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 hands the day and year first above written.

Reuben L. Partridge
Bertha E. Partridge

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, Notary Public in and for said County and State on this 19th day of April, 1911, personally appeared Reuben L. Partridge and Bertha E. Partridge 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 May 14, 1911. See W. J. Brudman 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 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.