

MORTGAGE RECORD.

COMPRESSED

FROM

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 19 day of April A. D. 1911, at 4 o'clock P. M.

Fees, \$ Seal H. C. Warkley Register of Deeds.

By Deputy.

MORTGAGE OF REAL ESTATE.—BANK DODSWORTH BOOK CO., LEAVENWORTH, KAN., No. 10758

THIS INDENTURE, Made this 8th day of April A. D. 1911, between Jessie Rice a Widow of Tulsa County, in the State of Oklahoma, of the first part, and B. F. Ault of Ault, Osage County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1/2 of the first part, in consideration of nine hundred

Dollars (\$ 900.00),

the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 1/2 of the second part, his heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

A part of lots 5 and 6 in Block Eight (8) in the town of north Tulsa said county and state beginning at a point on the west line of lot 5 in said block, one hundred and ten feet south of the northwest quarter thereof, thence running in a easterly direction parallel with an line distant from the north line of said lots 5 and 6; thence to a point forty feet DOLLARS, due east of the line dividing said lots 5 and 6; thence due south to the south line of said lot 6; thence west along the south line of lot 6 and to the southwest corner of said lot 5; thence north along the west line of lot 5 a distance of 69.7 feet to the place of beginning all according to the recorded plat and survey thereof.

TO HAVE AND TO HOLD THE SAME unto the said part 1/2 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 Jessie Rice has this day executed and delivered her certain promissory note in writing to said part 1/2 of the second part, described as follows: Dated at Tulsa Oklahoma April 8 - 1911 one year after date for value secured in the sum of nine hundred dollars and payable to the order of B. F. Ault and bearing interest at the rate of eight per cent per annum from date until paid.

Now, if said part 1/2 of the first part shall pay or cause to be paid to said part 1/2 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 1/2 of the second part shall be entitled to the possession of said premises. And the said part 1/2 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 1/2 of the first part has hereunto set her hand the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, Notary Public in and for said County and State on this 8th day of April 1911, personally appeared Jessie Rice a widow and she is known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth. My commission expires Feb. 23 - 1912 Seal Orville S. Booth 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 M. Fee, \$

Register of Deeds.

RECEIPT.

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