

## MORTGAGE RECORD.

COMPARED

FROM

TO

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 21 day of April, A. D. 1911, at 10 o'clock A. M.

Fees, \$

Seal

H. E. Wackley

Register of Deeds.

By

Deputy.

MORTGAGE OF REAL ESTATE—BANK DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 19788

THIS INDENTURE, Made this 17th day of April, A. D. 1911, between Marion Martin and Eliza Martin, his wife of Tulsa County, in the State of Oklahoma, of the first part, and R. D. Greenman of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part of the first part, in consideration of one hundred Dollars (\$100.00), 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 Tulsa County, and State of Oklahoma, to-wit: Lot No. One and two (1+2) in Block No. Six (6) in the north side addition to the city of Tulsa according to the Record of the

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 Marion Martin + Eliza Martin his wife have this day executed and delivered a certain promissory note in writing to said part of the second part, described as follows: \$100.00 Tulsa Oklahoma, April 17th 1911 Six months later date for value received I promise to pay to the order of R. D. Greenman at First National Bank of Tulsa Oklahoma one hundred dollars with interest at 10 percent per annum from maturity date. The principals and undersigned parties and guarantors of this note hereby severally waive 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 immediately and if not paid when due to the 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 principals and undersigned agree to pay an attorney fee for the collection of same of the dollars and on percent of the amount remaining unpaid. Marion Martin Eliza Martin

Now, if said part 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 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 parties of the first part have hereunto set their hands the day and year first above written.

Marion Martin  
Eliza Martin

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, J. H. Simmons, Notary Public in and for said County and State on this 19 day of April, 1911, personally appeared Marion Martin and Eliza Martin 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 29 - 1913 Seal J. H. Simmons 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.