

## MORTGAGE RECORD.

FROM

TO

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 22 day of April, A. D. 1911, at 9:35 o'clock P. M.

Fees, \$

Seal

H. E. Warkley

Register of Deeds.

By

Deputy.

MORTGAGE OF REAL ESTATE.—HAML. BODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 19788

THIS INDENTURE, Made this 21st day of April, A. D. 1911, between John M. Burke

Oklahoma, of the first part, and G. M. Barker of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1 of the first part, in consideration of

Seventy five and no/100 Dollars (\$75.00),  
 the receipt of which is hereby acknowledged, does by these presents grant, bargain, sell and convey unto said part 1 of the second part, his heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:  
 Lots four (4) and five (5) in Block two (2) in the Factory addition to the City of Tulsa, Oklahoma according to the official plat thereof.

DOLLARS,

TO HAVE AND TO HOLD THE SAME unto the said part 1 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 John M. Burke has this day executed and delivered to said G. M. Barker certain promissory note in writing to said part 1 of the second part, described as follows:  
 One note for seventy five dollars dated April 21 - 1911 due thirty days from date with interest at ten percent

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

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, Charles H. Bryan, Notary Public  
 in and for said County and State on this 21 day of April, 1911, personally appeared John M. Burke and his  
 to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.  
 My commission expires January 8, 1912. Seal Charles H. Bryan

## 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 his 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 and DOLLARS, in full satisfaction of the within mortgage.

For value received, I acknowledge satisfaction and payment in full of the within mortgage, and same is hereby released.

Signed and acknowledged before me May 3 - 1911  
 H. E. Warkley  
 Register of Deeds.