

COPIED

625

MORTGAGE RECORD.

FROM

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 28 day of April, A. D. 1911, at 2 o'clock P. M.

Fees, \$ 2.00
J. C. Wackley
Register of Deeds.

By Deputy.

MORTGAGE OF REAL ESTATE.—SAIL BODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 10788

THIS INDENTURE, Made this 27th day of April, A. D. 1911, between Henry Brandner of Tulsa County, in the State of Oklahoma, of the first part, and L. B. Hamilton of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said party 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 party of the second part, his heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: The northwest quarter of the southwest quarter and the north half of the northeast quarter of the southwest quarter and (southwest quarter of the southwest quarter and the southwest quarter of the northwest quarter, all in section thirty three (33) township twenty (20) north, range twenty (20) east, containing 40 acres. This deed is made subject to two mortgages, both dated April 24th 1911, one for the sum of Two thousand dollars due and payable on or before Feb. 1st 1916, and bearing interest at the rate of 10 per cent per annum, and one for one hundred ninety + 75/100 dollars without interest payable in six payments on the 1st day of each year as follows: \$30.25 Feb. 1st 1912 and \$40.00 on the first day of each succeeding February until said sum is fully paid, each signed by L. B. Hamilton and duly acknowledged, being recorded in Book 28 Page 75 - Tulsa County Register of Deeds office.

TO HAVE AND TO HOLD THE SAME unto the said party 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 party of the second part, described as follows: Henry Brandner and Emma Brandner, have received in promise to pay to the order of L. B. Hamilton, the principal sum of Fifteen hundred (\$1500) dollars lawful money of the United States of America with interest thereon at the rate of 8% per cent per annum until default or maturity, and at the rate of 10 per cent per annum after default or maturity, payable annually both before and after maturity on the 27th day of April in each year, the installment of interest until maturity. Receipts are further evidenced by three interest notes each being for one hundred twenty + 75/100 dollars each, bearing even date herewith, each annexed - each principal and interest notes payable at the Exchange Bank of Tulsa Oklahoma and in default of the payment of any interest installment or any part thereof, after same become

Now, if said party of the first part shall pay or cause to be paid to said party 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 party of the second part shall be entitled to the possession of said premises. And the said party of the first part for said consideration do hereby expressly waive an appraisalment 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.

Henry Brandner
Emma Brandner

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, W. P. Bunch, Notary Public in and for said County and State on this 27th day of April, 1911, personally appeared Henry Brandner and Emma Brandner 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 free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires March 24th 1915 W. P. Bunch Notary Public

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS: That of Tulsa County, in the State of Oklahoma, the within-named mortgage In consideration of the sum of 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 19

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.

due and payable then the whole indebtedness so all of the legal liability hereof become at once due and payable without further notice and from date of such default this note to draw 10 per cent interest per annum. Waiting provided and exemption L.B.H. said note being signed by Henry Brandner and Emma Brandner