

MORTGAGE RECORD.

FROM

State of Oklahoma, Tulsa County, ss.

TO

This instrument was filed for record on the 22 day
of May A. D. 1911, at 1 o'clock P. M.
Fees, \$.

By *Chas. P. Mitchell* Register of Deeds.
Deputy.

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

THIS INDENTURE, Made this 29 day of April A. D. 1911, between *Charles A. Mitchell* of *Tulsa* County, in the State of Oklahoma, of the first part, and *C. B. Lynch* of *Tulsa* County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part *1st* of the first part, in consideration of *Two Hundred + no/100* Dollars (\$ *200 00*), the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part *2d* of the second part, *his* heirs and assigns, the following-described Real Estate, situated in *Tulsa* County, and State of Oklahoma, to-wit:

*Lot Seventeen (17) Block Fifteen (15)
Lynch & Anslythe Add. to Tulsa
Okla.*

TO HAVE AND TO HOLD THE SAME unto the said part *2d* 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 *Chas. A. Mitchell & Nellie Mitchell* have this day executed and delivered *two* certain promissory notes in writing to said part *2d* of the second part, described as follows:

*For one hundred + no/100 Each dated April 29-1911
bearing 10% interest from date
One note due Oct 29th, 1911 and one due April
29-1912*

Now, if said part *1st* of the first part shall pay or cause to be paid to said part *2d* 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 *2d* 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 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 *1st* of the first part have hereunto set *their* hands the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, *F. A. Hagley* Notary Public
in and for said County and State this 29th day of April, 1911, personally appeared *Chas. A. Mitchell* and *Nellie Mitchell* 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 *January 6th* 1914. *F. A. Hagley* Notary Public

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:
That *Chas. A. Mitchell* of *Tulsa* County, in the State of Oklahoma, the within-named mortgagee in consideration of the sum of *200* DOLLARS, to *C. B. Lynch* in hand paid, the receipt whereof is hereby acknowledged, do hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto *his* 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 *his* hand this *29* day of *April* 1911.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the *22* day of *May* A. D. 1911, at *1* o'clock *P.* M. Fees, \$.

Register of Deeds.

RECEIPT.

Received of *C. B. Lynch* the within-named mortgagor the sum of *200* DOLLARS, in full satisfaction of the within mortgage.