

## MORTGAGE RECORD.

FROM

State of Oklahoma, Tulsa County, ss.

COMPARED

TO

This instrument was filed for record on the 5<sup>th</sup> day of May, A. D. 1911, at 9<sup>30</sup> o'clock A. M.

Fees, \$.

By

Deputy.

Register of Deeds.

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

THIS INDENTURE, Made this 24<sup>th</sup> day of April, A. D. 1911, between Virginia Duncan formerly Virginia E. Frank & Duncan her husband, Tulsa County, in the State of Oklahoma, of the first part, and T. B. M. Brown of Dec. Moines, Polk County, in the State of Iowa, of the second part:

WITNESSETH, That said parties of the first part, in consideration of Eighteen Hundred Dollars (\$1800.00), the receipt of which is hereby acknowledged, do hereby 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:

One undivided one-half (1/2) interest in and to the East fifty (50) feet of Lot One (1) Block Eighty seven (87) according to the official plat and Government survey of the city of Tulsa, State of Oklahoma, said lot being fifty (50) x 100 feet by one hundred feet and situate as the corner of east first and Detroit Ave

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 Virginia Duncan & Frank E. Duncan her husband have this day executed and delivered this certain promissory note in writing to said party of the second part, described as follows: One promissory note for Eighteen Hundred Dollars (\$1800.00) due on or before eighteen months from date April 24<sup>th</sup> 1911 with interest at the rate of eight per cent per annum

Now, if said party of the first part shall pay or cause to be paid to said party of the second part, his heirs and 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 party of the first part have hereunto set their hand the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, James Bowen Notary Public in and for said County and State on this 24<sup>th</sup> day of April, 1911, personally appeared Virginia Duncan and Frank E. Duncan 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 Feb 10 - 1914 (Seal) James Bowen

## 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.