

NAME DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 21054

MORTGAGE OF REAL ESTATE

THIS INDENTURE Made this 14th day of May A. D. 1911, between C. R. Walter and Anna Walter, his wife of Tulsa County, in the State of Oklahoma, of the first part, and A. Hickok of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said party of the first part, in consideration of fourteen hundred Dollars (\$ 1400.00 ),

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:

Part of Lot 26, Block 15 and six (6), Block 16, Forty-two (42) in the town of Tulsa, Oklahoma, according to the R. S. Clear and Survey thereof being a tract thirty-five (35) feet wide by one hundred thirty (130) feet in length, described as commencing at a point on west second street twenty (20) feet from the southwest corner of said Lot 26 in Block Forty-two (42) running thence northwesterly parallel with the line of said Lot 26 a distance of one hundred thirty (130) feet thence at right angle westerly and crossing the lot line

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 first part, on this day executed and delivered one certain promissory note in writing to said party of the second part, described as follows:

Three months after date, without grace, we as principals jointly and severally promise to pay to A. Hickok, or order One thousand four hundred (\$1400.00) Dollars, for value received, with interest thereon at the rate of 10% per annum from date until paid. The interest if not paid when due to become part of the principal and bear same rate of interest. The several signers guarantors and endorsers of this note hereby irrevocably waive all rights by reason of any extension of time of payment or delay in the collection of the said note.

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 party of the first part has hereunto set their hands the day and year first above written.

C. R. Walter  
Anna Walter

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, Henry Public in and for said County and State, on this 14th day of May 1911, personally appeared C. R. Walter and Anna Walter, 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 January 6th 1914 F. A. Angler Henry Public

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS: That the within named mortgage of the within named mortgage County, in the State of Oklahoma, the within named mortgage in consideration of the sum of fourteen hundred and no DOLLARS, to the within named mortgage in hand paid, the receipt whereof is hereby acknowledged, do SELL, ASSIGN, TRANSFER, SET OVER AND CONVEY unto the within named mortgage heirs and assigns, the within mortgage deed, the real estate conveyed, and the promissory note 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 day of May 1911

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 12th day of May A. D. 1911, at 10 o'clock M. Fee, \$ 1.00

RECEIPT

Received of the within named mortgage the sum of fourteen hundred and no DOLLARS, in full satisfaction of the within mortgage.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

This instrument was filed for record on the 12th day of May A. D. 1911, at 10 o'clock A.M. Fees, \$ 1.00

By Henry Public Deputy, Register of Deeds.

I received as first and six (6) of the above described property a portion of one hundred thirty (30) feet to the west second street corner of said Lot 26 in Block Forty-two (42) and the balance of the same of the first part.

\* or failure of demand, price or more at the maturity of this note. If not paid when due, and this note assigned to an attorney for collection or shall file a lawsuit against the party of the first part.

No value received, I acknowledge satisfaction and release of the within mortgage, and same is hereby released and acknowledged before me June 13-1912 Henry Public Register of Deeds