

MORTGAGE RECORD

335

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

MORTGAGE OF REAL ESTATE

THIS INDENTURE, Made this 12th day of May, A. D. 1911, between J. C. Gibbens & Rose M. Gibbens his wife of Tulsa County, in the State of Oklahoma, of the first part, and Miller Jones of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1st of the first part, in consideration of One Thousand and no/100 Dollars (\$ 1000.00), 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:

Tr. Twelve (12) in Block Five (5) in Grand Addition to the City of Tulsa, Tulsa County, Oklahoma according to the official plat and survey thereof to secure the payment of one certain promissory note of the sum of One Thousand and no/100 Dollars.

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 thereto belonging, or in anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas, said J. C. Gibbens & Rose M. Gibbens have this day executed and delivered one certain promissory note in writing to said part 2d of the second part, described as follows:

One note dated May 12th, 1911, for the sum of One Thousand Dollars due one year from date, with interest at eight per cent from date until paid.

The Mortgagors herein have the option of paying the indebtedness hereby secured at any time prior to the date above mentioned indebtedness is due by paying interest accruing up to the time of payment.

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

J. C. Gibbens
Rose M. Gibbens

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, T. S. Evans a Notary Public in and for said County and State, on this 12th day of May, 1911, personally appeared J. C. Gibbens and Rose M. Gibbens 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 Jan 31 1915 T. S. Evans Notary Public.

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS: That Miller Jones of Tulsa County, in the State of Oklahoma, the within-named mortgagor in consideration of the sum of One Thousand and no/100 Dollars, to Miller Jones in hand paid, the receipt whereof is hereby acknowledged, do hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto Miller Jones 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 12th day of May, 1911.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 12th day of May, A. D. 1911, at 3:05 o'clock P. M. Fee, \$0.50 Register of Deeds.

RECEIPT

Received of Miller Jones the within-named mortgagor the sum of One Thousand and no/100 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 3:05 o'clock P. M. Fees, \$0.50 By W. H. Newberry Deputy.