

CONFIRMED

## MORTGAGE RECORD

BANK DODGEWORTH BOOK CO., LEAVENWORTH, KAN., No. 21051

## MORTGAGE OF REAL ESTATE

THIS INDENTURE, Made this 12<sup>th</sup> day of May, A. D. 1911, between William C. Jenkins a widower of Tulsa County, in the State of Oklahoma, of the first part, and Charles Whittemack of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1<sup>st</sup> of the first part, in consideration of the sum of Fifteen hundred \$ Dollars (\$ 1500.00), the receipt of which is hereby acknowledged, do... by these presents grant, bargain, sell and convey unto said part 2<sup>d</sup> of the second part, his heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:  
Lot number Seventeen in Block number Forty-two in the town of Broken Arrow Tulsa County Oklahoma.

TO HAVE AND TO HOLD THE SAME unto the said part 2<sup>d</sup> 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 William C. Jenkins has... this day executed and delivered one certain promissory note... in writing to said part 2<sup>d</sup> of the second part, described as follows:  
No. #1500.00 Broken Arrow Okla. May 12-1911. One year after date, without demand, notice and protest, we or either of us as principal, promise to pay to the order of Charles Whittemack Fifteen Hundred \$ 10 Dollars for value received negotiable and payable and with interest from date at the rate of 10 per cent per annum until paid. Payable at the First National Bank of Broken Arrow, Okla. If the interest be not paid annually it shall become a part of the principal and bear the same rate of interest. The makers, sureties and endorser waive demand \$

Now, if said part 1<sup>st</sup> of the first part shall pay or cause to be paid to said part 2<sup>d</sup> 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 2<sup>d</sup> of the second part shall be entitled to the possession of said premises. And the said part 1<sup>st</sup> 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 part 1<sup>st</sup> of the first part has... hereunto set his hand... the day and year first above written.

William C. Jenkins

## STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, F. S. Hurd Notary Public in and for said County and State, on this 12<sup>th</sup> day of May, 1911, personally appeared William C. Jenkins and to me known to be the identical person... who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires January 26 1915 F. S. Hurd Notary Public

## KNOW ALL MEN BY THESE PRESENTS.

That William C. Jenkins of Tulsa County, in the State of Oklahoma, the within-named mortgagor... in consideration of the sum of 1500.00 Dollars, to Charles Whittemack in hand paid, the receipt whereof is hereby acknowledged, do... hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto Charles Whittemack 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 mortgage... has... hereunto set his hand... this 12<sup>th</sup> day of May, 1911.

## EXECUTED IN PRESENCE OF

This assignment was filed for record on the 13<sup>th</sup> day of May, A. D. 1911, at 8 o'clock P. M. Fee, \$1.00 Register of Deeds.

## RECEIPT

Received of Charles Whittemack the within-named mortgagor... the sum of 1500.00 Dollars, in full satisfaction of the within mortgage.

## STATE OF OKLAHOMA, TULSA COUNTY, ss.

This instrument was filed for record on the 13<sup>th</sup> day of May, A. D. 1911, at 8 o'clock A. M. Fees, \$1.00

By H. C. Walker Deputy. Seal Register of Deeds.

# which, and protest, and agree to let the time of payment be extended without any consent from time to time until paid. If ever this note is placed in the hands of an attorney for collection, agree to pay \$100 additional as attorney's fee.

copy  
William C. Jenkins

Seal  
PO