

MORTGAGE RECORD

337

CONFIRMED

BANK DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 31054

MORTGAGE OF REAL ESTATE

THIS INDENTURE, Made this 13th day of May, A. D. 1911, between Nattie L. Murphy and B. J. Murphy, wife and husband of Tulsa County, in the State of Oklahoma, of the first part, and R. H. Parkhurst of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part first of the first part, in consideration of Three Hundred and no/100 Dollars (\$ 300), 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 four (4) in block two (2), George B. Pargman addition to Tulsa, Oklahoma 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 thereunto belonging, or in anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas, said Nattie L. Murphy and B. J. Murphy ha 2d this day executed and delivered their one certain promissory note... in writing to said part 2d of the second part, described as follows:

Three Hundred Dollars (\$300) due six months from date according to the terms thereof

It is hereby understood that this mortgage is given subject to a prior bond and mortgage dated May 19, 1910, between the first parties hereto and W. Bernard for the principal sum of two thousand dollars (\$2000)

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 ha 2d hereunto set their hands the day and year first above written.

Nattie L. Murphy
B. J. Murphy

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, E. A. Lilly Notary Public, in and for said County and State, on this 13th day of May, 1911, personally appeared Nattie L. Murphy and B. J. Murphy, wife and husband 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 Sept 21 1912 (reval) E. A. Lilly Notary Public

KNOW ALL MEN BY THESE PRESENTS:

ASSIGNMENT

That the of the County, in the State of Oklahoma, the within-named mortgagor in consideration of the sum of the and the DOLLARS, to the in hand paid, the receipt whereof is hereby acknowledged, do hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto the 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... ha... hereunto set... hand this... day of...

EXECUTED IN PRESENCE OF

This assignment was filed for record on the... day of... A. D. 19... 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.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

This instrument was filed for record on the 13 day of May, A. D. 1911, at 4 o'clock P. M. Fees, \$... By... Deputy, (reval) H. E. Mackley Register of Deeds.

* And in case of foreclosure hereof, said parties hereby agree to pay the sum of thirty dollars (\$30.00) attorneys fees in such foreclosure and to be secured by this mortgage