

## MORTGAGE RECORD

SAML DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 21051

## MORTGAGE OF REAL ESTATE

THIS INDENTURE, Made this first day of May, A. D. 1911, between R. E. Lynch and Grace L. Lynch his wife, Daisy E. Tucker and her husband E. T. Tucker and George Bullette and Bettie Bullette, his wife of Tulsa County, in the State of Oklahoma, of the first part, and F. S. Gray of Missouri County, in the State of Oklahoma, of the second part:

WITNESSETH, That said party of the first part, in consideration of Two Thousand five hundred Dollars (\$ 2500.00), 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:

The south half (S) of lot two (2) and all of lot three (3) block sixty one (61) Tulsa, Oklahoma, according to the survey and plat of said town

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 first parties have on this day executed and delivered their certain promissory note in writing to said party of the second part, described as follows: One year after date for value received or either of us promise to pay to the order of F. S. Gray two thousand five hundred dollars at the office of R. F. Pittman, Tulsa, Oklahoma, with interest at the rate of eight percent per annum payable annually from date until paid. The interest if not paid when due to become as principal and bear the same rate of interest and in case this note is collected by an attorney or by legal proceedings we agree to pay an additional sum of ten percent on the amount of this note as attorneys fees.

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

x George Bullette & Bettie Bullette

R. E. Lynch

Grace L. Lynch

Daisy E. Tucker

E. T. Tucker

Notary Public

## STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, Chas. Haley

In and for said County and State, on this 1 day of May, 1911, personally appeared R. E. Lynch, Grace L. Lynch his wife, Daisy E. Tucker and E. T. Tucker, her husband, and George Bullette and Bettie Bullette, 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 July 12 1913 (seal)

Chas. Haley

## ASSIGNMENT

## KNOW ALL MEN BY THESE PRESENTS:

That in the State of Oklahoma, the within-named mortgagor in consideration of the sum of 2500.00 DOLLARS, to me in hand paid, the receipt whereof is hereby acknowledged, do hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto his 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 his hand, this 1 day of May, 1911.

## EXECUTED IN PRESENCE OF

This assignment was filed for record on the 17 day of May, A. D. 1911, at 3 o'clock P. Fee, \$3.00

Register of Deeds.

## RECEIPT

Received of the within-named mortgagor the sum of 2500.00 DOLLARS, in full satisfaction of the within mortgage.

## STATE OF OKLAHOMA, TULSA COUNTY, ss.

This instrument was filed for record on the 17 day of May, A. D. 1911, at 3 o'clock P. Fees, \$3.00

By H. C. Halkley Deputy. H. C. Halkley Register of Deeds.