

## MORTGAGE RECORD

COMPARED

BANK DEPOSIT BOOK CO., CHAYENWORTH, KAN., No. 21051

## MORTGAGE OF REAL ESTATE

THIS INDENTURE, Made this 18th day of May, A. D. 1911, between  
Ed Baker, a single man of Tulsa County, in the State of  
 Oklahoma, of the first part, and J. N. Bradley of Tulsa County, in the State of  
 Oklahoma, of the second part:

WITNESSETH, That said part 1st of the first part, in consideration of  
Two thousand and no 100 Dollars (\$ 2000.00 ),  
 the receipt of which is hereby acknowledged, do hereby 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:

All that portion of the East one half (E 1/2) of the Southwest quarter (SW 1/4) of  
section twenty-nine (29), township seventeen (17) north, range fourteen (14)  
east, situated lying and being on the North and East side of the Midland Valley  
Valley R.R. Co's right of way, amounting to 6.5 acres, more or less, according  
to the survey thereof. All of the Northwest quarter (NW 1/4) of the Southwest  
quarter (SW 1/4) of section twenty-nine (29) north township seventeen (17) north  
and range fourteen (14) east, containing 40 acres, more or less.  
All of that portion of the Southwest quarter (SW 1/4) of the Southwest

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 Ed Baker  
 has this day executed and delivered, 1 certain promissory note in writing to said part 2d of the second part, described as follows:

One certain promissory note, dated at Bigby, Okla., May 18th  
1911, for the amount of \$2000.00 bearing interest from maturity  
at the rate of 10% per annum, in favor of  
due 90 days after date

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 his hand the day and year first above written.

Ed Baker

## STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, N. E. Privett Notary Public  
 in and for said County and State, on this 18th day of May, 1911, personally appeared  
Ed Baker, a single man 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 Dec 31 1913 (seal) N. E. Privett, notary public

## ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That  
 in the State of Oklahoma, the within-named mortgagor Ed Baker of Tulsa County,  
 in consideration of the sum of 2000.00 DOLLARS,  
 to him 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 has hereunto set his hand this 18th day of May, 1911.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 20th day of May, A. D. 1911, at 8 o'clock A. M. Fee, \$1.00 Register of Deeds.

## RECEIPT

Received of Ed Baker the within-named mortgagor, the sum of 2000.00 DOLLARS,  
 in full satisfaction of the within mortgage.

## STATE OF OKLAHOMA, TULSA COUNTY, ss.

This instrument was filed for record on the 20th day of May, A. D. 1911, at 8 o'clock A. M.  
 Fees, \$1.00  
 By R. E. Nalley Deputy, Register of Deeds.

\* quarter (SW 1/4) of section twenty-nine (29) north township seventeen (17) north, range fourteen (14) east, situated on the north and east side of the Midland Valley R.R. Co's right of way, containing 6.5 acres more or less.