

## MORTGAGE RECORD

## MORTGAGE OF REAL ESTATE

THIS INDENTURE, Made this 12<sup>th</sup> day of May, A. D. 1911, between John M. McNames of Tulsa County, in the State of Oklahoma, of the first part, and J. A. Sullivan 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 seventy seven Dollars (\$ 77.00), 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: lots numbered Three (3) Four (4) and Five (5) in Block number Four (4) in the town of Broken Arrow, Oklahoma, same being no part of my homestead

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 John M. McNames ha S. this day executed and delivered his certain promissory note in writing to said part 2<sup>d</sup> of the second part, described as follows:

One note for \$77.50 dated May 12<sup>th</sup> 1911, payable to the order of J. A. Sullivan on August 1<sup>st</sup> 1911. signed by J. M. McNames

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 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 1<sup>st</sup> of the first part ha S. hereunto set his hand the day and year first above written.

John M. McNames

## STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, G. J. Holt a Notary Public in and for said County and State, on this 12<sup>th</sup> day of May, 1911, personally appeared John M. McNames 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 May 22<sup>nd</sup> 1911 G. J. Holt (Seal)

## ASSIGNMENT

## KNOW ALL MEN BY THESE PRESENTS:

That John M. McNames of Tulsa County, in the State of Oklahoma, the within-named mortgagor in consideration of the sum of seventy seven Dollars, to J. A. Sullivan 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 mortgagor ha S. 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 24<sup>th</sup> day of May, A. D. 1911, at 2<sup>50</sup> o'clock P. M. Fee, \$ 1.00 Register of Deeds.

## RECEIPT

Received of John M. McNames the within-named mortgagor, the sum of seventy seven Dollars, in full satisfaction of the within mortgage.

## STATE OF OKLAHOMA, TULSA COUNTY, ss.

This instrument was filed for record on the 24<sup>th</sup> day of May, A. D. 1911, at 2<sup>50</sup> o'clock P. M. Fees, \$ 1.00 By H. B. Walkley Deputy. Sul Register of Deeds.