

## MORTGAGE RECORD

RAML DORSEY BOOK CO., LEAVENWORTH, KAN. No. 21051

## MORTGAGE OF REAL ESTATE

THIS INDENTURE, Made this 26<sup>th</sup> day of May, A. D. 1911, between Clara J. Acosta and H. C. Acosta her husband of Tulsa County, in the State of Oklahoma, of the first part, and Mary A. Quinn of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of

Fifteen Hundred Dollars (\$1500), the receipt of which is hereby acknowledged, do... by these presents grant, bargain, sell and convey unto said part... of the second part, her heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: All of Lot eight (8) Block Six (6) in Brady Heights Addition to the city of Tulsa Oklahoma according to the recorded plat thereof. DOLLARS,

TO HAVE AND TO HOLD THE SAME unto the said part... of the second part, her 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 second parties have this day executed and delivered 13 certain promissory notes in writing to said part... of the second part, described as follows:

One note for Five Hundred Dollars (\$500) dated at Tulsa, Oklahoma on the 26<sup>th</sup> day of May 1911, due one year after date bearing interest at the rate of 6% per annum payable semi-annually and twelve (12) notes bearing the same date for the sum of Fifty Dollars (\$50) each, due and payable monthly, first with said June 26<sup>th</sup> 1911 and the remaining eleven notes due each month consecutively thereafter, with interest at the rate of 6% per annum after maturity.

Now, if said parties of the first part shall pay or cause to be paid to said part... of the second part, her heirs or assigns, said sum of money in the above-described notes 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... of the second part shall be entitled to the possession of said premises. And the said part... of the first part for said consideration do... hereby expressly waive an appraisement 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... of the first part has hereunto set their hand and seal the day and year first above written.

Clara J. Acosta  
H. C. Acosta

## STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, E. W. Singleton a Notary Public in and for said County and State on this 26<sup>th</sup> day of May, 1911, personally appeared Clara J. Acosta and H. C. Acosta her 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 December 12<sup>th</sup> 1911 (Seal) E. W. Singleton Notary Public

## KNOW ALL MEN BY THESE PRESENTS:

That the within-named mortgage of the within-named mortgage County, in the State of Oklahoma, the within-named mortgage in consideration of the sum of 1500 DOLLARS, to the within-named mortgage in hand paid, the receipt whereof is hereby acknowledged, do hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto 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 their hand... this 26<sup>th</sup> day of May, 1911.

## EXECUTED IN PRESENCE OF

This assignment was filed for record on the 26<sup>th</sup> day of May, A. D. 1911, at 11:40 o'clock A. M. Fee, \$1.00 Register of Deeds.

## RECEIPT

Received of the within-named mortgage the sum of 1500 DOLLARS, in full satisfaction of the within mortgage.

## STATE OF OKLAHOMA, TULSA COUNTY, ss.

This instrument was filed for record on the 26<sup>th</sup> day of May, A. D. 1911, at 11:40 o'clock A. M. Fees, \$1.00

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

For value received, I acknowledge satisfaction and payment in full of the within mortgage, and same is hereby released.

Signed and acknowledged before me, Mary A. Quinn 26<sup>th</sup> May 1911 Register of Deeds