

MORTGAGE RECORD

SAMP DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 21054

MORTGAGE OF REAL ESTATE

THIS INDENTURE, Made this 24th day of May, A. D. 1911, between R. L. Cummings and Ada Cummings his wife, of Tulsa County, in the State of Oklahoma, of the first part, and H. H. Marshburn of Bigby County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part1st of the first part, in consideration of the sum of Four Hundred Nineteen and 43/100 Dollars (\$419.43), the receipt of which is hereby acknowledged, do... by these presents grant, bargain, sell and convey unto said part2^d of the second part, his heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

The northeast quarter (1/4) of Section Nine (9) Township Seventeen (17) north, Range Thirteen (13) East of the Indian Base and Meridian and containing one hundred sixty acres more, DOLLARS, or less according to the government survey thereof. This mortgage is given subject to a first mortgage of Twelve hundred fifty Dollars (\$1250.00) to Mahala Linder.

TO HAVE AND TO HOLD THE SAME unto the said part2^d 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 R. L. Cummings and Ada Cummings have this day executed and delivered one certain promissory note in writing to said part2^d of the second part, described as follows: Dated at Bigby Okla. May 24th 1911 and due July 23rd 1911 in the sum of Four hundred nineteen and 43/100 Dollars (\$419.43) and bearing interest after maturity at the rate of 10% per annum.

Now, if said part2^d of the first part shall pay or cause to be paid to said part2^d 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 part2^d of the second part shall be entitled to the possession of said premises. And the said part2^d 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 part1st of the first part have hereunto set their hand the day and year first above written.

R. L. Cummings
Ada Cummings

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, C. Lough Lipscomb, Notary Public in and for said County and State, on this 24th day of May, 1911, personally appeared R. L. Cummings and Ada Cummings (husband and wife) to me known to be the identical person 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 March 22nd 1912 C. Lough Lipscomb Notary Public

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That the within-named mortgage of the sum of Four Hundred Nineteen and 43/100 Dollars, in the State of Oklahoma, the within-named mortgage is in consideration of the sum of Four Hundred Nineteen and 43/100 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 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 24th day of May, 1911.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 26th day of May, A. D. 1911, at 8 o'clock P. M. Fee, \$1.00 Register of Deeds.

RECEIPT

Received of the within-named mortgagee the sum of Four Hundred Nineteen and 43/100 Dollars, in full satisfaction of the within mortgage.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

This instrument was filed for record on the 26th day of May, A. D. 1911, at 8 o'clock A. M. Fees, \$1.00 Register of Deeds.

By H. H. Marshburn Deputy.