

## MORTGAGE RECORD

## MORTGAGE OF REAL ESTATE

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

WITNESSETH, That said parties of the first part, in consideration of Twenty-two hundred and fifty Dollars (\$2250.00), the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part her 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 according to the recorded plat thereof DOLLARS

TO HAVE AND TO HOLD THE SAME unto the said part her 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 parties of the second part have this day executed and delivered 1 certain promissory note in writing to said part her of the second part, described as follows:

Dated at Tulsa, Oklahoma, on the 26th day of May, 1911, and due three (3) years after date, for the sum of Twenty-two hundred and fifty Dollars (\$2250.00) with interest at the rate of 6% per annum from date, said interest payable semi-annually, said note and interest due and payable at the Exchange National Bank of Tulsa, Oklahoma

Now, if said part her of the first part shall pay or cause to be paid to said part her of the second part, her 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 her of the second part shall be entitled to the possession of said premises. And the said parties of the first part for said consideration do hereby expressly waive an appurtenance of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand and the day and year first above written.

Clara J. Acosta  
H. C. Acosta

## STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, B. H. Singleton, 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 12<sup>th</sup> December 1911 (Seal) B. H. Singleton Notary Public

## ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS: That her of her County, in the State of Oklahoma, the within-named mortgagor in consideration of the sum of 2250.00 DOLLARS, to her in hand paid, the receipt whereof is hereby acknowledged, do hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto her 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 has hereunto set her hand this 26<sup>th</sup> day of May, 1911.

## EXECUTED IN PRESENCE OF

This assignment was filed for record on the 26 day of May, A. D. 1911, at 11 o'clock a. M. Fee, \$1.00 Register of Deeds.

## RECEIPT

Received of her the within-named mortgagor the sum of 2250.00 DOLLARS, in full satisfaction of the within mortgage.

## STATE OF OKLAHOMA, TULSA COUNTY, ss.

This instrument was filed for record on the 26 day of May, A. D. 1911, at 11 o'clock a. M. Fees, \$1.00 By Seal 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 May 26-1911 B. H. Singleton Notary Public