

MORTGAGE RECORD

MORTGAGE OF REAL ESTATE

THIS INDENTURE, Made this 1st day of June, A. D. 1911, between Richard K. Hughes & Margaret B. Hughes, husband & wife of Tulsa County, in the State of Oklahoma, of the first part, and Bettie Weaver of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of six hundred and no/100 Dollars (\$ 600.00), the receipt of which is hereby acknowledged, do... by these presents grant, bargain, sell and convey unto said party 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 numbered six (#6) block numbered three (#3) Kirkwood Place addition to Tulsa, Oklahoma, according to the recorded plat thereof

six hundred and no/100 Dollars

TO HAVE AND TO HOLD THE SAME unto the said party 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 Richard K. Hughes & Margaret B. Hughes have on this day executed and delivered one certain promissory note in writing to said party of the second part, described as follows: One year after date for value received, I, we or either of us promise to pay to the order of Bettie Weaver six hundred Dollars at the Bank of Commerce, Tulsa, Oklahoma, with interest at the rate of 10 per cent per annum, payable semi-annually from date until paid. The interest, if not paid when due, to become a principal and bear the same rate of interest and in case this note is collected by an attorney or by legal proceedings we agree to pay an additional sum of ten per cent on the amount of this note as attorneys fees

Now, if said party of the first part shall pay or cause to be paid to said party 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 party of the second part shall be entitled to the possession of said premises. And the said party 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 parties of the first part have hereunto set and hand and seal the day and year first above written.

Richard K. Hughes
Margaret B. Hughes

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, Phil B. Kramer a Notary Public in and for said County and State, on this 1st day of June, 1911, personally appeared Richard K. Hughes and Margaret B. Hughes, his 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 June 21st 1913 (real) Phil B. Kramer

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That Richard K. Hughes & Margaret B. Hughes of Tulsa County, in the State of Oklahoma, the within-named mortgagor, in consideration of the sum of six hundred and no/100 Dollars, to Bettie Weaver 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, ha... hereunto set and hand... this 1st day of June, 1911.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 1st day of June, A. D. 1911, at 2 o'clock P. M. Fee, \$ 1.00 Register of Deeds.

RECEIPT

Received of Bettie Weaver the within-named mortgagor the sum of six hundred and no/100 Dollars, in full satisfaction of the within mortgage.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

This instrument was filed for record on the 1st day of June, A. D. 1911, at 2 o'clock P. M. Fees, \$ 1.00 By N. B. Marking Deputy.

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

Bettie Weaver
Signed and acknowledged before me 4-26-13

Phil B. Kramer
Notary Public