

MORTGAGE RECORD

SAML DODGORTH BOOK CO., LEAVENWORTH, KAN. No. 21051

MORTGAGE OF REAL ESTATE

THIS INSTRUMENT Made this 5th day of June, A. D. 1911, between J. L. Harnage of Tulsa County, in the State of Oklahoma, of the first part, and W. L. Earns of Tulsa, Okla County, in the State of Oklahoma, of the second part:

WITNESSETH, That said party of the first part, in consideration of Twelve Hundred and Ninety Dollars (\$ 1290.00), the receipt of which is hereby acknowledged, does by these presents grant, bargain, sell and convey unto said party of the second part, his heirs and assigns, the following described Real Estate situated in Tulsa County, and State of Oklahoma, to-wit:

West Half of the East Half of the Southeast Quarter and the Southwest quarter of the Southeast quarter, Section Twenty Seven (27) Township Nineteen (19) North Range Twelve East together with all improvements and appurtenances thereunto belonging

TO HAVE AND TO HOLD THE SAME unto the said party 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 J. L. Harnage had this day executed and delivered his certain promissory note in writing to said party of the second part, described as follows:

#1290 Tulsa Oklahoma June 5th 1911
On or before nine (9) months after date for value received, we promise to pay to the order of W. L. Earns of Tulsa Oklahoma Twelve Hundred and Ninety Dollars as a Banking House in Tulsa Oklahoma, with interest at 10 per cent per annum after date. The said party of the second part, endorses, executes and guarantees of this note, hereby, annually, making presentment and demand of payment, notice of non-payment, protest and notice of protest, and extension of time of payment. Interest on this note to be paid annually, and if not paid when due, to bear interest at the rate specified for the principal. If this note is not paid when due and is collected by an attorney or by such principal, said party of the second part agrees to pay an attorney fee for the collection of said note and the cost of the same.

Now, if said party of the first part shall pay or cause to be paid to said party 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 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 does 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 party of the first part has hereunto set his hand the day and year first above written.

J. L. Harnage
Veronica Harnage

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, E. R. Albert Notary, in and for said County and State, on this 5th day of June, 1911, personally appeared J. L. Harnage and Veronica Harnage 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 Oct. 6th 1913 (Seal) E. R. Albert Notary Public.

KNOW ALL MEN BY THESE PRESENTS:

That J. L. Harnage of Tulsa County, in the State of Oklahoma, the within-named mortgagor, in consideration of the sum of Twelve Hundred and Ninety DOLLARS, to W. L. Earns 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 5th day of June, 1911.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 5th day of June, A. D. 1911, at 140 o'clock, P. M. Fee, \$1.00 Register of Deeds.

RECEIPT

Received of W. L. Earns the within-named mortgagor, the sum of Twelve Hundred and Ninety DOLLARS, in full satisfaction of the within mortgage.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

This instrument was filed for record on the 5th day of June, A. D. 1911, at 140 o'clock, P. M. Fees, \$1.00 (Seal) H. C. Walkley Register of Deeds.
By H. C. Walkley Deputy.