

MORTGAGE RECORD

BAMI, DODD WORTH BOOK CO., LEAVENWORTH, KAN. No. 21054

MORTGAGE OF REAL ESTATE

THIS INDENTURE, Made this 5th day of June, A. D. 1911, between
Andrew Henderson and his wife Theresa Henderson Tulsa County, in the State of
Okla. N. & Jenkins of Tulsa County, in the State of
 Oklahoma, of the first part, and
 Oklahoma, of the second part:

WITNESSETH, That said part 2 of the first part, in consideration of Nineteen Hundred and no 100 Dollars (\$ 1900), the receipt of which is hereby acknowledged, do here by these presents grant, bargain, sell and convey unto said part 2 of the second part, his heirs and assigns, the following-described Real Estate, situated in Pulaski County, and State of Oklahoma, to-wit:

Lot No. seventeen (17) and block number forty two (42) in the
incorporated town of Broken Arrow.

Subject to a certain mortgage securing a note of fifteen hundred dollars payable to order of Charles Whitmash.

TO HAVE AND TO HOLD THE SAME unto the said part.....of the second part,..... 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 Andrew Henderson and his wife
 ha. at this day executed and delivered them certain promissory note...in writing to said parties of the second part, described as follows:

Copy attached. Broken Arrow, Okla, June 5th 1911. \$1900
 Over before one year after date for value received, we or either of us, promise
 to pay to the order of W. C. Jenkins, nineteen hundred dollars at the First National
 Bank of Broken Arrow, Oklahoma, with interest from date at the rate of nine per cent
 per annum, payable semi annually.

We the makers, sureties, endorser, ^{and} guarantors of this note, hereby severally make presentment for payment, notice of non payment, protest, notice of protest and diligence of bringing suit against any party, indorse and consent that time of payment may be extended without notice thereof.

Now, if said part of the first part shall pay or cause to be paid to said part of the second part, 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 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 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 part 1 of the first part has hereunto set their hand & the day and year first above written.

J Andrew Frundenberger
Theresia Frundenberger

STATE OF OKLAHOMA, TULSA COUNTY, ss.)

Before me, J. S. Nurd, a Notary Public
in and for said County and State, on this 5th day of June, 1911, personally appeared
J. Andrew Freudenberger and his wife Theresa Freudenberger
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 January 26th 1915 (reel) FS Hurd

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That _____ of _____ County, in the State of Oklahoma, the within-named mortgagor, is consideration of the sum of _____ and _____ DOLLARS, to _____ 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... ha... hereunto set... hand, this... day of...

EXECUTED IN PRESENCE OF

This assignment was filed for record on the _____ day of _____, A. D. 19____, at _____ o'clock _____ M. Fee, \$_____.

Register of Deeds

RECEIPT

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

STATE OF OKLAHOMA, TULSA COUNTY, ss.

This instrument was filed for record on the 8 day of June, A. D. 1911, at 8 o'clock A.M.
Fees, \$ 10.00 H. H. Webb Register of Deeds

By _____ Deputy _____ Register of Deeds.