

MORTGAGE RECORD

MORTGAGE OF REAL ESTATE

THIS INDENTURE, Made this Sixth day of June, A. D. 1911, between John W. Rollins and Minnie A. Rollins, husband and wife of Tulsa, Tulsa County, in the State of Oklahoma, of the first part, and B. K. Parkhurst of Tulsa, Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1 of the first part, in consideration of Three hundred

Dollars (\$ 309.00), the receipt of which is hereby acknowledged, do... by these presents grant, bargain, sell and convey unto said part 4 of the second part, his heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

Lot 4 (4) in Block Two (2) according to the recorded plat of the Wakefield Addition to the City of Tulsa, Oklahoma, being a sub-division of the North Half (1/2) of the Southeast quarter of the Northeast quarter (1/4) of the North Half (1/2) of the Southeast quarter (1/4) of the Northeast quarter (1/4) of Section 6, Township 12 North, Range 13 East of the Indian Base and Meridian, in the County of Tulsa, and State of Oklahoma.

TO HAVE AND TO HOLD THE SAME unto the said part 4 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 John W. Rollins and Minnie A. Rollins have on this day executed and delivered their one certain promissory note in writing to said part 4 of the second part, described as follows:

Three hundred dollars (\$309.00) dated June 6, 1911, due Dec. 6, 1916, with interest from date at the rate of ten per cent (10%) per annum until paid. In case the interest is not paid when due, it shall draw interest at the rate of ten per cent (10%) a year.

Now, if said part 1 of the first part shall pay or cause to be paid to said part 4 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 part 4 of the second part shall be entitled to the possession of said premises. And the said part 1 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 their hand and the day and year first above written.

John W. Rollins
Minnie A. Rollins

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, E. A. Lilly, a Notary Public, in and for said County and State, on this Sixth day of June, 1911, personally appeared John W. Rollins and Minnie A. Rollins, husband and wife, 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 Sept 21 - 1912 (Seal) E. A. Lilly.

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS: That... of... County, in the State of Oklahoma, the within-named mortgagor... in 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... 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

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

STATE OF OKLAHOMA, TULSA COUNTY, ss.

This instrument was filed for record on the 6 day of June, A. D. 1911, at 3:35 o'clock P. M. Fees, \$... By... H. C. Walkley Deputy. Register of Deeds.

* And in case of foreclosure hereof, said first parties agree to pay the sum of thirty dollars (\$30.00) attorney's fees, every foreclosure suit is to be secured by this mortgage and for the consideration hereof, they hereby warrant the appurtenances and all benefits of said real estate.