

MORTGAGE RECORD

403

COMPARED

MORTGAGE OF REAL ESTATE

THIS INDENTURE, Made this 5th day of June A. D. 1911, between F. P. Hannifin and Mina Hannifin, his wife of Tulsa County, in the State of Oklahoma, of the first part, and H. H. Forbee of Doniphan County, in the State of Kansas, of the second part:

WITNESSETH, That said part 1st of the first part, in consideration of Five thousand and no 100 Dollars (\$ 5000), the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 2d of the second part, his heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

The east half of the northeast quarter and the southwest quarter of the northeast quarter of section nineteen (19) township eighteen (18) north, range fourteen (14) east
and the east half of the southwest quarter of section eighteen (18) township eighteen (18) north, range fourteen (14) east of the Indian base and meridian

TO HAVE AND TO HOLD THE SAME unto the said part 2d 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 F. P. Hannifin and Mina Hannifin have on this day executed and delivered one certain promissory note in writing to said part 1st of the second part, described as follows:

Broken Arrow, Oklahoma, June 1, 1911.
Three years after date hereof for value received we promise to pay to the order of H. H. Forbee of Doniphan Co., State of Kansas, the principal sum of five thousand dollars lawful money of the United States of America with interest thereon at the rate of eight per centum per annum payable annually on the first day of June in each year according to the tenor of three annexed interest coupons for four hundred dollars each bearing even date herewith. Both principal and interest notes payable at the Arkansas Valley State Bank of Broken Arrow, Oklahoma, privilege to pay part or all of principal at any interest paying date and interest to cease on amount of principal paid.
Now, if said part 1st of the first part shall pay or cause to be paid to said part 2d 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 2d of the second part shall be entitled to the possession of said premises. And the said part 1st of the first part for said consideration do hereby expressly waive an appraisalment 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 1st of the first part have hereunto set their hands the day and year first above written.
F. P. Hannifin
Mina Hannifin

STATE OF OKLAHOMA, TULSA COUNTY, ss.
Before me, A. M. Laws a Notary Public
in and for said County and State, on this 5th day of June 1911, personally appeared F. P. Hannifin and Mina Hannifin his 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 2/23/1914 (seal) A. M. Laws Notary Public

KNOW ALL MEN BY THESE PRESENTS:
That in the State of Oklahoma, the within-named mortgagor in consideration of the sum of 5000 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 mortgagee have hereunto set their hands this 5th day of June 1911.

EXECUTED IN PRESENCE OF
This assignment was filed for record on the 6th day of June A. D. 1911, at 8 o'clock A. M. Fee, \$ 1.00 Register of Deeds.

RECEIPT
Received of the within-named mortgagor the sum of 5000 DOLLARS, in full satisfaction of the within mortgage.

STATE OF OKLAHOMA, TULSA COUNTY, ss.
This instrument was filed for record on the 6th day of June A. D. 1911, at 8 o'clock A. M. Fees, \$ 1.00
By H. C. Hall Deputy Register of Deeds.