

# MORTGAGE RECORD

~~#~~ 32334

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

# MORTGAGE OF REAL ESTATE

THIS INDENTURE, Made this 19th day of July 1911, A. D. 1911, between  
E. W. Mc Miller a single man of Cowley County, in the State of  
Kan.  
and of the first part, and Albert Faulkner of Cowley County, in the State of  
Kan. of the second part:

WITNESSETH, That said party of the first part, in consideration of the sum of Four Hundred (\$ 400.00) and 00/100 Dollars, the receipt of which is hereby acknowledged, do ~~as~~<sup>all</sup> 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:

Lot Twelve (12) Block Nine (9) in Downing Place Addition to the City of Tulsa, according to the recorded plat thereof as the same appears in the office of the register of deed of said Tulsa County Oklahoma DOLLARS.

TO HAVE AND TO HOLD THE SAME unto the said part ~~of the one 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 E. W. McMillen  
has this day executed and delivered this certain promissory note...in writing to said party of the second part, described as follows: of which

The following is a copy:

Jan-May	Jan-May	Jan-May	No.	
Feb-Jun	Feb-Jun	Feb-Jun	1906	
Mar-Sep	Mar-Sep	Mar-Sep	1907	
Apr-Dec	Apr-Dec	Apr-Dec	1908	
Apr-Dec	Apr-Dec	Apr-Dec	1909	

Arkansas City, Kan., June 19, 1911.

Two years after date, without grace, for value received, we promise to pay to the order of Albert Fairbank, Four Hundred Dollars \$400. At its banking office in Arkansas City, Kansas, with interest at the rate of ten per cent per annum, after date, payable semiannually. The makers, endorsers and guarantors of this Note severally.

Now, if said part... of the first part shall pay or cause to be paid to said part... of the second part, then 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 thereof, 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 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 to... hereby represents and warrants in appreciation of said real estate and all benefit of the homestead exemption and the 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.

G. W. M<sup>rs</sup> Miller

STATE OF ~~OKLAHOMA~~, ~~THIS~~ COUNTY, ss.

Before me, Paul Remondet, Notary Public, on this 19th day of June, 1911. A.D. — before me  
in and for said County and State, on this 19th day of June, 1911, personally appeared  
Sam S. W. Miller, the Miller, a single man, who is personally  
known to be the person who executed the within and foregoing instrument, and acknowledged to me that  
he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth. In testimony whereof, I have  
hereby set my hand and affixed my official seal the day and year  
above written.  
My commission expires Feb. 11, 1915.  
John Barran

## 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... in... 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 20 day of June, A. D. 1911, at 8 o'clock a. M.  
Fees, \$ 0.10

By Seal

\* waive demand, protest and notice of protest of this note; and all released on the ground of an extension or extensions of time that maybe given by the holders to the maker, or makers hereof.

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P-242  
G. W. M. = Miller.

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