

MORTGAGE RECORD

BAMF DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 21054

MORTGAGE OF REAL ESTATE

THIS INDENTURE made this 17 day of June A. D. 1911, between W. C. Jenkins of Tulsa County, in the State of Oklahoma, of the first part, and Sydia Whitensack of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1 of the first part, in consideration of Two Hundred \$ Dollars (\$ 200), the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 2 of the second part, heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

The Southwest quarter Sec. 28
Town 19, N. Range 14 East,

TO HAVE AND TO HOLD THIS SAME unto the said part 2 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 W. C. Jenkins has this day executed and delivered one certain promissory note in writing to said part 2 of the second part, described as follows:

No. - \$ 200.00 Broken Arrow, Okla June 17, 1911,
one year after date without demand, notice or protest, five percent of sum, as principal, promise to pay to the order of Sydia Whitensack
Two Hundred \$ Dollars for value received,
negotiable and payable, and with interest from
date of the note of 10 per cent per annum until paid,
payable at the First National Bank of Broken Arrow, Okla. *

Now, if said part 2 of the first part shall pay or cause to be paid to said part 2 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 2 of the second part shall be entitled to the possession of said premises. And the said part 2 of the first part for said consideration do hereby expressly waive an appraisement 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 2 of the first part has hereunto set his hand the day and year first above written.

W. C. Jenkins

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, F. D. Hurd Notary Public
in and for said County and State, on this 17 day of June 1911, personally appeared W. C. Jenkins and he to me known to be the identical 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.

My commission expires Jan 26 1915 F. D. Hurd Notary Public,
(Seal)

KNOW ALL MEN BY THESE PRESENTS:

That W. C. Jenkins of Tulsa County, in the State of Oklahoma, the within-named mortgagor, in consideration of the sum of Two Hundred \$ Dollars, to he 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 has hereunto set his hand this 17 day of June 1911.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 24 day of June A. D. 1911, at 8 o'clock P. M. Fee, \$ 3 Register of Deeds.

RECEIPT

Received of W. C. Jenkins the within-named mortgagor the sum of Two Hundred \$ Dollars, in full satisfaction of the within mortgage.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

This instrument was filed for record on the 24 day of June A. D. 1911, at 8 o'clock P. M. Fees, \$ 3 By H. E. Walkley Register of Deeds.

(Seal) Deputy.

* If the interest be not paid annually it shall become a part of the principal and for the interest carried over and added to the principal and a new note shall be issued without any consent from time to time until paid. On each note it is placed in the hands of an attorney for collection - agree to pay \$ - additional an attorney's fee

W. C. Jenkins,

Copy

Due