

## MORTGAGE RECORD

# 32551

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

CONFIDENTIAL

## MORTGAGE OF REAL ESTATE

THIS INDENTURE, Made this 28<sup>th</sup> day of June, A. D. 1911, between Clark W. Thompson of Tulsa, Tulsa County, in the State of Oklahoma, of the first part, and T. C. Moore of Tulsa, Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1<sup>st</sup> of the first part, in consideration of Four Hundred ninety two and 75/100 Dollars (\$ 492.75), the receipt of which is hereby acknowledged, do hereby these presents grant, bargain, sell and convey unto said part 2<sup>d</sup> of the second part his heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

Lots Five (5) and Six (6) in Block nine (9) of Highlands Addition to Tulsa Oklahoma and  
Lots Five (5) and Six (6) in Block one (1) of Highlands Second Addition to Tulsa Oklahoma  
according to the plat thereof filed and of record  
in the Office of the recorder of Deeds and for the  
County of Tulsa and State of Oklahoma,

TO HAVE AND TO HOLD THE SAME unto the said part 2<sup>d</sup> 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 Clark W. Thompson

has this day executed and delivered a certain promissory note, in writing to said part 2<sup>d</sup> of the second part, described as follows:

\$ 492.75 Tulsa Okla June 28, 1911,  
October 1st 1911 for value received I  
promise to pay to T. C. Moore or order  
Four Hundred ninety two and 75/100 Dollars  
with interest thereon at the rate of ten (10%)  
per cent per annum until paid.

Now, if said part 1<sup>st</sup> of the first part shall pay or cause to be paid to said part 2<sup>d</sup> 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 2<sup>d</sup> of the second part shall be entitled to the possession of said premises. And the said part 1<sup>st</sup> 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 1<sup>st</sup> of the first part has hereunto set his hand the day and year first above written.

Clark W. Thompson.

## STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, James B. Rucker Notary Public  
in and for said County and State, on this 28<sup>th</sup> day of June, 1911, personally appeared

Clark W. Thompson and  
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 April 19, 1913, James B. Rucker  
(Seal) Notary Public.

## ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That Clark W. Thompson of Tulsa County, in the State of Oklahoma, the within-named mortgagor, in consideration of the sum of 492.75 Dollars,

to T. C. Moore 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 mortgagor, has hereunto set his hand this 28<sup>th</sup> day of June, 1911.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 29<sup>th</sup> day of June, A. D. 1911, at 11:45 o'clock P. M. Fee, \$10.00. Register of Deeds.

## RECEIPT

Received of T. C. Moore the within-named mortgagor, the sum of 492.75 Dollars, in full satisfaction of the within mortgage.

## STATE OF OKLAHOMA, TULSA COUNTY, ss.

This instrument was filed for record on the 29<sup>th</sup> day of June, A. D. 1911, at 11:45 o'clock P. M. Fees, \$10.00.

By A. C. Walkley Deputy. Register of Deeds.

(Seal)

\* This note & mortgage is made subject to prior mortgages on said property held by F. E. Biddings and R. F. Modley.