

## MORTGAGE RECORD

## MORTGAGE OF REAL ESTATE

THIS INDENTURE, Made this 1st day of July, A. D. 1911, between D. C. Rose and Alice M. Rose of Tulsa County, in the State of Oklahoma, of the first part, and Julien Hall of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1st of the first part, in consideration of Five Hundred and no/100 Dollars (\$ 500.00 ), the receipt of which is hereby acknowledged, do... by these presents grant, bargain, sell and convey unto said part 1st of the second part, his heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

The Southernly seventy five (75) feet of Lot No. Four (4) in Block No. One Hundred and forty four (144) of the original town, city of Tulsa, Oklahoma, according to the official plat and survey thereof.  
This mortgage is given subject to a first mortgage, dated June 29th, 1910, and due June 29th, 1912, to secure a note of \$ 1,000.00 dollars.

TO HAVE AND TO HOLD THE SAME unto the said part 1st 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 D. C. Rose and Alice M. Rose have this day executed and delivered one certain promissory note in writing to said part 1st of the second part, described as follows:

\$ 500.00 Tulsa, Okla., July 1st, 1911.  
Six months after date for Value Received, we  
promise to pay to Julien Hall, or order Five Hundred  
and no/100 Dollars of Tulsa, Oklahoma,  
To bear interest at the rate of 10 per cent per annum  
from date, and further hereby agree that if this note  
is not paid when due to pay all costs necessary for collection,  
including ten percent for attorney's fees.  
Dated Jan. 1st 1912. Signed D. C. Rose.

Now, if said part 1st of the first part shall pay or cause to be paid to said part 1st 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 1st 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 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 part 1st of the first part have hereunto set their hands the day and year first above written.

D. C. Rose  
Alice M. Rose.

## STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, the undersigned N.P.  
in and for said County and State, on this 1st day of July, 1911, personally appeared D. C. Rose and Alice M. Rose,  
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 Aug 3rd 1912 H. W. Randolph  
Notary Public

## ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That the within-named mortgage of Tulsa County, in the State of Oklahoma, the within-named mortgage in consideration of the sum of Five Hundred and no/100 Dollars, to Julien Hall in hand paid, the receipt whereof is hereby acknowledged, do hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto his 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 1st day of July, 1911.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 1st day of July, A. D. 1911, at 11:30 o'clock A. M. Fee, \$0.00 Register of Deeds.

## RECEIPT

Received of Julien Hall the within-named mortgagee the sum of Five Hundred and no/100 Dollars, in full satisfaction of the within mortgage.

## STATE OF OKLAHOMA, TULSA COUNTY, ss.

This instrument was filed for record on the 1st day of July, A. D. 1911, at 11:30 o'clock A. M. Fees, \$0.00

By H. C. Walkley Deputy, Register of Deeds.