

MORTGAGE RECORD

453

32620

RAMI, DORWORTH BOOK CO., LEAVENWORTH, KAN. No. 21054

COMPARED

MORTGAGE OF REAL ESTATE

THIS INDENTURE, Made this 20 day of June, A. D. 1911, between J. L. Harnage & Veronica Harnage of Tulsa, Tulsa County, in the State of Oklahoma, of the first part, and Edward C. Templin of Ada, Ada County, in the State of Oklahoma, of the second part:

WITNESSETH That said part 1st of the first part, in consideration of Two thousand Dollars (\$ 2000.00), the receipt of which is hereby acknowledged, do sell 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, Tulsa County, and State of Oklahoma, to-wit:

Lot Nine (9) in Block Thirteen (13) in Burgess Hill Addition to the City of Tulsa, together with all improvements thereon.

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 therunto belonging, or in anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas, said J. L. Harnage, and Veronica Harnage have this day executed and delivered a certain promissory note in writing to said part 1st of the second part, described as follows:

\$2000.00 June 20, 1911
Three (3) years after date I promise to pay to the order of Edward C. Templin, Guardian of Ada, Ada, a minor, Two thousand Dollars, for value received, with interest at the rate of Eight (8) percent per annum from date, interest payable semi-annually and if interest be not paid when due, it shall bear interest at the rate of ten (10) percent until paid. This note is negotiable and payable without defalcation or discount, and without relief or benefit whatever from any stay, education, arrangement or homestead exemption law.

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 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 1st of the first part have hereunto set their hands the day and year first above written.

J. L. Harnage,
Veronica Harnage

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, Bess Stackhouse Notary Public in and for said County and State, on this 20 day of June, 1911, personally appeared J. L. Harnage and his wife Veronica Harnage to me known to be the identical person 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 2-7 1914 Bess Stackhouse Notary Public.

KNOW ALL MEN BY THESE PRESENTS: ASSIGNMENT
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 mortgagee have hereunto set hand this day of 19

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 3 day of July, A. D. 1911, at 9:50 o'clock a. M. Fee, \$ Register of Deeds.

RECEIPT

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

STATE OF OKLAHOMA, TULSA COUNTY, ss.

This instrument was filed for record on the 3 day of July, A. D. 1911, at 9:50 o'clock a. M. Fees, \$ Register of Deeds.

By H. C. Walkley, Deputy.

(Seal)