

32939

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

MORTGAGE OF REAL ESTATE

THIS INDENTURE, Made this 17th day of July, A. D. 1911, between Ed M. Hamilton and John H. Hamilton of Tulsa County, in the State of Oklahoma, of the first part, and R. C. Strickland of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part¹ for the first part, in consideration of
Three Hundred Dollars (\$ 300 . 00),
the receipt of which is hereby acknowledged, do² by these presents grant, bargain, sell and convey unto said part² of the second part, his heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:
Lot One (I) Block Eleven (II) in Wakefield
Addition to the City of Tulsa as per
recorded plat thereof.

TO HAVE AND TO HOLD THE SAME unto the said part. ^{his} of the second part, . . . heirs and assigns, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, forever. ^{Hamilton}

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas, said Dea M. Hamilton & John H.
have this day executed and delivered their certain promissory note...in writing to said party of the second part, described as follows:

Now, if said part 1/2 of the first part shall pay or cause to be paid to said part 1/2 of the second part, John 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 1/2 of the second part shall be entitled to the possession of said premises. And the said part 1/2 of the first part for said consideration do hereby expressly waive an appraisal of said real estate and all benefits of the homestead exemption and stay laws of the State of Oklahoma.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands the day and year first above written.

John M. Hamilton
Geo H. Hamilton

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, W. B. Bunch, a Notary Public
in and for said County and State, on this 17th day of July, 1911, personally appeared
Eda M. Hamilton and John H. Hamilton her husband
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 March 24th 1911 W. P. Branch

ASSIGNMENT

That _____ of _____ County, in the State of Oklahoma, the within-named mortgagor _____ in consideration of the sum of _____ DOLLARS, to _____ 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.

IN WITNESS WHEREOF, The said mortgagee, ha... 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 17 day of July A. D. 1911 at 10 o'clock, a. M.

By _____ Deputy.

#300, 00. Tulsa Oklahoma. One year after date we or either of us promise to pay to the order of R. C. Strickland of Tulsa Oklahoma, Three hundred and 1/100 Dollars for value received and payable to Tulsa Oklahoma without deduction or discount with interest from date of the note of 10 percent per annum until paid; and interest be not paid annually to become as principal and bear same rate of interest, the borrowers and endorsers severally waived presentation for payment thereof and notice of protest and non-payment of this note and agree that this note be any legal extended from time to time without notice, signed by us on the 14th day of October 1901.