

MORTGAGE RECORD

33075

RAML RODGERS BOOK CO. LEAVENWORTH, KAN. No. 21054

MORTGAGE OF REAL ESTATE

THIS INDENTURE, Made this 15th day of July, A. D. 1911, between J. B. Farr and Susan Farr (his wife) of Dawson, Tulsa County, in the State of Oklahoma, of the first part, and Mrs. G. H. Ballard of Dawson, Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1st of the first part, in consideration of

One hundred and no/100 Dollars (\$ 100.00), the receipt of which is hereby acknowledged, do 2nd by these presents grant, bargain, sell and convey unto said part 2nd of the second part, her heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: Lots Nos. Four (4) Five (5) Six (6) and Seven (7) in Block No. Three (3) with all improvements thereon in Dawson, Oklahoma as per amended plat thereof DOLLARS,

TO HAVE AND TO HOLD THE SAME unto the said part 2nd of the second part, her 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 J. B. Farr and Susan Farr have this day executed and delivered 1 certain promissory note in writing to said part 1st of the second part, described as follows:

\$100.00 Dawson, Okla. July 15, 1911.
One year after date we promise to pay to the order of Mrs. G. H. Ballard, One hundred and no/100 Dollars for value received, with interest at the rate of Eight per cent per annum from July 15, 1911 and if the interest be not paid annually to become as principal and bear the same rate of interest. This note is negotiable and payable without defalcation or discount, and without any relief or benefit whatever from stay, valuation, appraisement, or homestead exemption laws. Signed J. B. Farr
no. 775-1912

Now, if said part 1st of the first part shall pay or cause to be paid to said part 2nd of the second part, her 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 2nd 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 ha thereunto set their hands the day and year first above written.

J. B. Farr,
Susan Farr,

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, Geo. S. Rhyme Notary Public in and for said County and State, on this 15th day of July, 1911, personally appeared J. B. Farr and Susan Farr (his wife) 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 10, 1913. Geo. S. Rhyme 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 100.00 DOLLARS, to her in hand paid, the receipt whereof is hereby acknowledged, do hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto her 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 mortgage ha hereunto set hand this 15th day of July, 1911.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 22nd day of July, A. D. 1911, at 3:35 o'clock P. M. Fee, \$ 1.00 Register of Deeds.

RECEIPT

Received of her the within-named mortgagor the sum of 100.00 DOLLARS, in full satisfaction of the within mortgage.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

This instrument was filed for record on the 22nd day of July, A. D. 1911, at 3:35 o'clock P. M. Fees, \$ 1.00

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

(Seal)

For value received, I acknowledge satisfaction and payment in full of the within mortgage, and same is hereby released.

Signed and acknowledged before me July 7-1911 Geo. S. Rhyme Notary Public.