

MORTGAGE RECORD

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SAML DODD WORTH BOOK CO., LEAVENWORTH, KAN. No. 21054

COMPARED

MORTGAGE OF REAL ESTATE

THIS INDENTURE, Made this 5th day of June, A. D. 1911, between L.W. Roberson & Bella Roberson, his wife of Tulsa County, in the State of Oklahoma, of the first part, and Robert Roberson of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1st of the first part, in consideration of Twelve Hundred Dollars (\$ 1200.00), the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 2nd of the second part, his heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

Lot Nine (9) in Block Three (3), Purley Addition to the city of Tulsa Oklahoma, according to the government plat and survey thereof, DOLLARS, for Twelve Hundred (\$1200.00) subject to a prior mortgage of Four Hundred (\$400.00) Dollars given to Alfred Brown on the 26th day of October 1909, to secure balance of purchase price of said premises

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 first parties have this day executed and delivered their certain promissory note in writing to said part 2nd of the second part, described as follows:

\$1200.00 Tulsa Okla, June 5th, 1911, Six years after date for value received we promise to pay Robert Roberson or order Twelve Hundred no/100 Dollars, At Robert Roberson's Residence To bear interest at the rate of 8 per cent per annum from maturity. And further hereby agreed that if this note is not paid when due to pay all costs necessary for collection, including ten per cent for attorneys fees.

Due 6-5-1911

L.W. Roberson,
Bella Roberson,

Now, if said part 1st of the first part shall pay or cause to be paid to said part 2nd 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 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 have hereunto set their hand the day and year first above written.

L.W. Roberson,
Bella Roberson,

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, M.E. Lynch Notary Public in and for said County and State, on this 5 day of June, 1911, personally appeared L.W. Roberson and Bella Roberson, 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 July 27, 1912, M.E. Lynch, Notary Public
(Seal) ASSIGNMENT
KNOW ALL MEN BY THESE PRESENTS:

That the within-named mortgage in consideration of the sum of Twelve Hundred DOLLARS, to Robert Roberson 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 mortgage has hereunto set their hand this 5 day of June, 1911.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 5 day of June, A. D. 1911, at 4:10 o'clock P. M. Fee, \$1.00 Register of Deeds.

RECEIPT

S. Received of Robert Roberson the within-named mortgagor, the sum of Twelve Hundred DOLLARS, in full satisfaction of the within mortgage.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

This instrument was filed for record on the 5 day of June, A. D. 1911, at 4:10 o'clock P. M. Fees, \$1.00 By H.E. Walkley, Deputy.
(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 June 5-1911

Register of Deeds.