

COMFARRE

MORTGAGE RECORD

33364

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

MORTGAGE OF REAL ESTATE

THIS INDENTURE, Made this 2nd day of August, A. D. 1911, between Harvey E. Bart and Florence M. Bart of Tulsa County, in the State of Oklahoma, of the first part, and William H. Bart of Benton County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1st of the first part, in consideration of Thirty One Hundred Sixty Six and Dollars (\$3166.00) 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: North East Quarter (1/4) of the South East Quarter 1/4 of Section Twenty eight, Township 18 North, range 14 East and the East Half 1/2 of the Northwest Quarter (1/4) of the South East Quarter (1/4) of Section 28, Township 18 North, range 14 East of the Indian Base and Meridian, and second mortgage on the West Half 1/2 of the Northwest Quarter (1/4) of the South East Quarter (1/4) and the South West Quarter 1/4 of the South East Quarter 1/4 of Section 28, Township 18 North, range 14 East of the Indian Base and Meridian

TO HAVE AND TO HOLD THE SAME unto the said part 2nd of the second part, his heirs and assigns, together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas, said Harvey E. Bart, & Florence M. Bart, have March 1st 1911 executed and delivered their certain promissory note... in writing to said part 1st of the second part, described as follows:

One note for \$2666.00 dated March 1st, 1911 due, and payable five years after date drawing five per cent interest from date, and one note for Five Hundred Dollars of the same date payable five years after date and drawing the same rate of interest,

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 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 hereunto set their hands the day and year first above written.

Harvey E. Bart,
Florence M. Bart,

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, M. P. Houser Notary Public in and for said County and State, on this 2nd day of August, 1911, personally appeared Harvey E. Bart, and Florence M. Bart, 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 26th 1912, M. P. Houser Notary Public,
(Seal) ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That ... of ... County, in the State of Oklahoma, the within-named mortgagor... in consideration of the sum of ... 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 mortgagor... hereunto set ... hand... this ... day of ... 19...

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 7 day of Aug, A. D. 1911, at 8 o'clock 2 M. Fees, \$... H. E. Walkley Register of Deeds.

By (Seal) Deputy.