

## MORTGAGE RECORD

# 33464

RAML DODSWORTH BROS. CO., WEAVERWORTH, KAN. No. 21054

COMPLETED

## MORTGAGE OF REAL ESTATE

THIS INDENTURE, Made this 8th day of August, A. D. 1911, between Louis Gavine & Ellen Gavine, his wife of Tulsa County, in the State of Oklahoma, of the first part, and W. M. Brown of Fayetteville, Ark. County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of One Hundred Thirty seven and 75/100 (\$137.75) Dollars (\$ 137.75 ), the receipt of which is hereby acknowledged, do... by these presents grant, bargain, sell and convey unto said part. his heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: Lots numbered Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17) and Eighteen (18) in Block No. Eight (8) in the Homestead Addition to the Town of Broken Arrow, Oklahoma, according to the recorded plat thereof.

TO HAVE AND TO HOLD THE SAME unto the said parties 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 Louis Gavine & Ellen Gavine have this day executed and delivered one certain promissory note in writing to said part. of the second part, described as follows:

One note of even date for the sum of One Hundred Thirty Seven and 75/100 Dollars (\$ 137.75 ), payable Three (3) months from date, with interest at the rate of ten (10) per cent per annum from maturity.

Now, if said parties of the first part shall pay or cause to be paid to said 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. of the second part shall be entitled to the possession of said premises. And the said parties of the first part for said consideration do... hereby expressly waive an apportionment of said real estate and all benefit 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.

Louis Gavine  
Ellen Gavine

## STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, Charles H. Bryan Notary Public in and for said County and State, on this 8th day of August, 1911, personally appeared Louis Gavine and Ellen Gavine, 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 Jan. 8, 1912, 1912. Charles H. Bryan

## KNOW ALL MEN BY THESE PRESENTS:

## ASSIGNMENT

That the within-named mortgage of the within-named mortgage County, in the State of Oklahoma, the within-named mortgage in consideration of the sum of One Hundred Thirty Seven and 75/100 Dollars (\$ 137.75 ) and One Hundred Thirty Seven and 75/100 Dollars (\$ 137.75 ) 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 mortgage... have hereunto set their hands this 8th day of August, 1911.

## EXECUTED IN PRESENCE OF

This assignment was filed for record on the 9th day of Aug, A. D. 1911, at 9 o'clock AM. Fee, \$0.00. Register of Deeds.

## RECEIPT

Received of the within-named mortgage the sum of One Hundred Thirty Seven and 75/100 Dollars (\$ 137.75 ) in full satisfaction of the within mortgage.

## STATE OF OKLAHOMA, TULSA COUNTY, ss.

This instrument was filed for record on the 9th day of Aug, A. D. 1911, at 9 o'clock AM. Fees, \$0.00. H. C. Walkley Register of Deeds.

By (Seal) Deputy.