

MORTGAGE RECORD

33587

HAML, DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 2105

MORTGAGE OF REAL ESTATE

THIS INDENTURE, Made this 12th day of August, A. D. 1911, between Harry E. Buttrick & M. G. Buttrick his wife of Tulsa County, in the State of Oklahoma, of the first part, and Sydia Whitenack of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 12 of the first part, in consideration of

the receipt of which is hereby acknowledged, do hereby by these presents grant, bargain, sell and convey unto said party of the second part, her heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

lots one and two in Block Forty four in the town of Broken Arrow,

DOLLARS.

TO HAVE AND TO HOLD THE SAME unto the said part 3 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 Harry E. Buttrick & M^y. Buttrick
 has ^{at} this day executed and delivered... one... certain promissory note... in writing to said party of the second part, described as follows:

Copy
One year after date, for value received, I we, or either of us, promise to pay to the order of Ljidia Whitergack One hundred Dollars at the First National Bank of Broken Arrow, Oklahoma, with interest from date at the rate of 10 per cent per annum, payable semi-annually until paid.
We, the makers, sweeties, endorsers, and guarantors of this note, hereby severally waive presentment for payment, notice of non-payment, protest, notice of ~~dis~~

Now, if said part 12 of the first part shall pay or cause to be paid to said part 4 of the second part, _____ 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 4 of the second part shall be entitled to the possession of said premises. And the said part 12 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 parties of the first part have hereunto set their hand the day and year first above written.

Harry E. Buttrick
M. J. Buttrick.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, F. S. Hurd a Notary Public
in and for said County and State, on this 12th day of August, 1911, personally appeared
Harry E. Buttrick and W. J. Buttrick
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 26, 2015 F. J. Hurd
(Seal) _____
KNOW ALL MEN BY THESE PRESENTS: **ASSIGNMENT** Notary Public

KNOW ALL MEN BY THESE PRESENTS:

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

19 IN WITNESS WHEREOF, The said mortgagee, In.....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, \$.....

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 14 day of Aug A. D. 1911, at 8 o'clock a. M.
Fees, \$
By H. D. Walkley Deputy. H. D. Walkley Register of Deeds.

* protect and diligence of bringing suit against any party thereto, and consent that time of payment may be extended without this threat to aid of the parties of this letter, it is further expressly agreed that if the party in suit is deceased or collector or collector of collection in this letter, as attorney fees of same, or no then and in that event to pay the owner or collector of this letter, as attorney fees of collection fees of collection.

Harvey E. Buttrick