

# MORTGAGE RECORD

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COMPARED

## MORTGAGE OF REAL ESTATE

THIS INDENTURE, Made this 19 day of August A. D. 1911, between George E. Horton of Washington County, in the State of Oklahoma, of the first part, and J. Hutchings White and L. L. Ashens of Muskogee County, in the State of Oklahoma, of the second part:

WITNESSETH, That said party of the first part, in consideration of Two Hundred + Seventy five Dollars (\$275) the receipt of which is hereby acknowledged, sold by these presents grant, bargain, sell and convey unto said parties of the second part, their heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: Lots numbers 11-12-13-14-15-16-17 + 18 in Block Number 16 in the Town of Broken Arrow County of Tulsa, State of Oklahoma, DOLLARS,

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

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas, said parties of the first part, have this day executed and delivered a certain promissory note in writing to said parties of the second part, described as follows:

One note of even date herewith for \$275.00 due one year after date,

Now, if said party of the first part shall pay or cause to be paid to said parties of the second part, their 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 parties 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 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 parties of the first part have hereunto set his hand the day and year first above written.

STATE OF OKLAHOMA, Washington TULSA COUNTY, ss.  
Before me, Herbert B. Rodecker Notary Public  
in and for said County and State on this 19 day of August, 1911, personally appeared George E. Horton and he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires March 9, 1912 Herbert B. Rodecker Notary Public

KNOW ALL MEN BY THESE PRESENTS:  
That George E. Horton of Washington County, in the State of Oklahoma, the within-named mortgagor, in consideration of the sum of 275 DOLLARS, to him 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 mortgagee has hereunto set his hand this 19 day of August, 1911.

EXECUTED IN PRESENCE OF  
This assignment was filed for record on the 23 day of Aug, A. D. 1911, at 2:55 o'clock, P. M. Fee, \$1.00 Register of Deeds.

RECEIPT  
Received of George E. Horton the within-named mortgagor the sum of 275 DOLLARS, in full satisfaction of the within mortgage.

STATE OF OKLAHOMA, TULSA COUNTY, ss.  
This instrument was filed for record on the 23 day of Aug, A. D. 1911, at 2:55 o'clock, P. M.  
Fees, \$1.00  
By H. C. Walkley Deputy, Register of Deeds.