

CONFIRMED

MORTGAGE RECORD

33958

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

MORTGAGE OF REAL ESTATE

THIS INDENTURE, Made this 11th day of August, A. D. 1911, between E. C. Johnston & Evelyn Etta Johnston his wife County, in the State of Oklahoma, of the first part, and J. F. Kirkpatrick of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1st of the first part, in consideration of Eight hundred and no/100 Dollars (\$ 800.00), the receipt of which is hereby acknowledged, do... by these presents grant, bargain, sell and convey unto said part 2d of the second part, his heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

All of lots one (1) and two (2) in Block (B) Six in the Burgess Hill Addition, to the Town (now City) of Tulsa Oklahoma, according to the recorded plat of DOLLARS, and survey thereof

This mortgage on lot two as above described is subject to a mortgage to the Standard Savings and Loan Association in the amount of Twenty Five hundred and no/100 Dollars.

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 E. C. Johnston & Evelyn Etta Johnston and J. F. Kirkpatrick have on this day executed and delivered... certain promissory note... in writing to said part 2d of the second part, described as follows:

\$ 800.00 Tulsa Oklahoma August 11th, 1911
on or before one year after date we promise to pay to the order of J. F. Kirkpatrick, Eight hundred and no/100 Dollars at J. F. Kirkpatrick & Co's Office with interest after date at the rate of Eight percent per annum, and if not paid at maturity, and collected by an attorney, or by legal proceedings, an additional sum of ten per cent on the amount of this note as attorney's fees

Now, if said parties of the first part shall pay or cause to be paid to said part 2d 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 2d 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 had their hand... the day and year first above written.

E. C. Johnston
Evelyn Etta Johnston
J. F. Kirkpatrick
Bertude Sison
Notary Public

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, the undersigned a Notary Public in and for said County and State, on this 11th day of August, 1911, personally appeared E. C. Johnston & Evelyn Etta Johnston, J. F. Kirkpatrick and Bertude Sison 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 Mar 4 1914 W. M. Fleetwood

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... and... 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 mortgage... ha... 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... and... DOLLARS, in full satisfaction of the within mortgage.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

This instrument was filed for record on the 31 day of Aug, A. D. 1911, at 330 o'clock p. M. Fees, \$...

By H. C. Walkey Deputy, Register of Deeds.

(Seal)