

COMPARED

MORTGAGE RECORD

557

34066

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

MORTGAGE OF REAL ESTATE

THIS INDENTURE, Made this 5th day of September, A. D. 1911, between J. H. Melton, an unmarried man of Tulsa County, in the State of Oklahoma, of the first part, and John M. Vaughan of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part Y of the first part, in consideration of Six Hundred Dollars (\$ 600.00),

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

The north forty (40) feet of the south fifty feet of lot five (5) Block Two (2) North Tulsa, an addition to the town of Tulsa, Oklahoma, being a plot of ground forty (40) feet by one hundred forty (140) feet DOLLARS,

TO HAVE AND TO HOLD THE SAME unto the said part Y 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 J. H. Melton has Y this day executed and delivered his certain promissory note, in writing to said part Y of the second part, described as follows:

Three years after date for value Received & promise to pay to the order of John M. Vaughan Six hundred fifty dollars at office of B. F. Pettus, Tulsa, Oklahoma, with interest at the rate of eight per cent per annum, payable annually from date until paid, the interest if not paid when due to become as principal and bear the same rate of interest, and in case this note is collected by an attorney, a legal proceedings & agreed to pay an additional sum of ten percent for the amount of the note & attorneys fees.
signed J. H. Melton

Now, if said part Y of the first part shall pay or cause to be paid to said part Y 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 Y of the second part shall be entitled to the possession of said premises. And the said part Y 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 Y of the first part has his hereunto set his hand the day and year first above written.

J. H. Melton

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, B. F. Pettus 5th day of September, 1911, a notary public in and for said County and State, on this 5th day of September, 1911, personally appeared J. H. Melton, and he to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires Sept. 12 1912 (SEAL) B. F. Pettus

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS: That That of that County, in the State of Oklahoma, the within-named mortgagor, in consideration of the sum of that and that DOLLARS, to that in hand paid, the receipt whereof is hereby acknowledged, do hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto that 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 has hereunto set that hand this day of that 19that

EXECUTED IN PRESENCE OF

This assignment was filed for record on the that day of that, A. D. 19that, at that o'clock M. Fee, \$ that Register of Deeds.

RECEIPT

Received of that the within-named mortgagor, the sum of that and that DOLLARS, in full satisfaction of the within mortgage.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

This instrument was filed for record on the 6th day of September, A. D. 1911, at 9:31 o'clock A. M. Fees, \$ that (SEAL) H. B. Wilkey Register of Deeds.
By that Deputy.