

## MORTGAGE RECORD

# 34237

SAML BODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 21051

## MORTGAGE OF REAL ESTATE

THIS INDENTURE, Made this 12th day of September A. D. 1911, between James Reynolds, a widower of Tulsa County, in the State of Oklahoma, of the first part, and Lydia Whitnack of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1st of the first part, in consideration of One Hundred # and the receipt of which is hereby acknowledged, do... by these presents grant, bargain, sell and convey unto said part 2d of the second part, her heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: Lot number fifteen and sixteen in Block number twenty-three in the town of Broken Arrow DOLLARS,

TO HAVE AND TO HOLD THE SAME unto the said part 2d 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 James Reynolds has this day executed and delivered one certain promissory note in writing to said part 2d of the second part, described as follows:

\$100.00 Broken Arrow Okla. Sept 12, 1911.  
One year after date I promise to pay to the order of Lydia Whitnack One Hundred # Dollars  
For value received negotiable and payable without  
deduction or discount and with interest from date  
at the rate of ten per cent per annum and if the  
interest be not paid annually to become as principal  
and bear the same rate of interest.  
No. Due, James Reynolds

Now, if said part 1st of the first part shall pay or cause to be paid to said part 2d of the second part, her 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 1st 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 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 part 1st of the first part hereunto set his hand the day and year first above written.

James Reynolds,

## STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, W.T. Brumbaugh Notary Public  
 in and for said County and State, on this 12th day of Sept, 1911, personally appeared James Reynolds and her  
 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 March 27th 1913 W.T. Brumbaugh

(Seal)  
 KNOW ALL MEN BY THESE PRESENTS:

## ASSIGNMENT

That James Reynolds of Tulsa County, in the State of Oklahoma, the within-named mortgagor, in consideration of the sum of One Hundred # DOLLARS, to Lydia Whitnack in hand paid, the receipt whereof is hereby acknowledged, do hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto her 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, her hereunto set her hand, this 12th day of Sept, 1911.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 13th day of Sept, A. D. 1911, at 8 o'clock PM. Fee, \$0.50 Register of Deeds.

## RECEIPT

Received of James Reynolds the within-named mortgagor, the sum of One Hundred # DOLLARS, in full satisfaction of the within mortgage.

## STATE OF OKLAHOMA, TULSA COUNTY, ss.

This instrument was filed for record on the 13th day of Sept, A. D. 1911, at 8 o'clock PM. Fees, \$0.50

By H.C. Walkley Deputy, (Seal) Register of Deeds.