

MORTGAGE RECORD

34282

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

COMPARED

MORTGAGE OF REAL ESTATE

THIS INDENTURE, Made this 13th day of September, A. D. 1911, between Jesse Carter & Maggie Carter his wife & Sarah E. Watson of Tulsa County, in the State of Oklahoma, of the first part, and W. H. Brown of Fayetteville Arkansas, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of Five Hundred and no/100 Dollars (\$ 500.00), the receipt of which is hereby acknowledged, do... by these presents grant, bargain, sell and convey unto said part. his heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: Lot No. 1, in Block No. 8, in Oak Grove Addition to the City of Tulsa, Tulsa County, Oklahoma according to the recorded plat thereof. DOLLARS,

TO HAVE AND TO HOLD THE SAME unto the said 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 Jesse Carter & Sarah Watson have, this day executed and delivered three certain promissory notes in writing to said part. of the second part, described as follows:

One Note for the sum of \$166.67, dated Sept. 13, 1911 and payable six (6) months from date, with interest at the rate of 10 per cent per annum from date.
One Note for the sum of \$166.67, dated Sept. 13, 1911, and payable nine months from date, with interest at the rate of 10 per cent per annum from date.
One note for the sum of \$166.66, dated Sept. 13, 1911 and payable 12 months from date, with interest at the rate of 10 per cent per annum, from date.

Now, if said part. of the first part shall pay or cause to be paid to said part. of the second part, his heirs or assigns, said sum of money in the above-described notes 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. of the second part shall be entitled to the possession of said premises. And the said part. 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 their hands the day and year first above written.

Jesse Carter
Maggie Carter
Sarah E. Watson

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, Charles H. Bryan a Notary Public in and for said County and State, on this 13th day of September, 1911, personally appeared Jesse Carter & Maggie Carter his wife & Sarah Watson, to and 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. 8, 1912 Charles H. Bryan

(Seal) KNOW ALL MEN BY THESE PRESENTS:

ASSIGNMENT

That the within named mortgage in consideration of the sum of Five Hundred and no/100 Dollars, to W. H. Brown 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 mortgage... have hereunto set their hands this 13th day of September, 1911.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 14th day of Sept, A. D. 1911, at 320 o'clock P. M. Fee, \$ 1.00 Register of Deeds.

RECEIPT

Received of W. H. Brown the within named mortgagor... the sum of Five Hundred and no/100 DOLLARS, in full satisfaction of the within mortgage.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

This instrument was filed for record on the 14th day of Sept, A. D. 1911, at 320 o'clock P. M. Fees, \$ 1.00 By H. C. Walkley Deputy (Seal) Register of Deeds.