

COMBINED

# MORTGAGE RECORD

577

04375

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

## MORTGAGE OF REAL ESTATE

THIS INDENTURE, Made this 19th day of September, A. D. 1911, between Nannie C. & Ellis House, her husband of Tulsa County, in the State of Oklahoma, of the first part, and O. H. Leonard of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1st of the first part, in consideration of Twenty-one hundred and no/100 Dollars (\$2,100.00), 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:

The southerly 50 feet of lot two (2) in block one hundred and twenty-one (191) in the City of Tulsa, Oklahoma

Parties of the first part agree to keep buildings on said premises insured in some responsible Insurance Company in the sum of not less than Two thousand Dollars (\$2,000.00) Payable to mortgage or his assigns

TO HAVE AND TO HOLD THE SAME unto the said part 2d 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 parties of the first part had this day executed and delivered a certain promissory note in writing to said part 2d of the second part, described as follows:

\$2,100.00 Tulsa Oklahoma, September 19th 1911, 1914  
September 19th 1914 after date, I, we or either of us each as principal, promise to pay to the order of  
O. H. Leonard, of Tulsa Okla., Twenty-one hundred and no/100 Dollars, for value received, negotiable and payable at the Exchange National Bank Tulsa, Oklahoma, with interest at ten per cent per annum payable semi-annually from date until paid,

Now, if said part 1st 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 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 their hands the day and year first above written.

Nannie C. House  
Ellis House

## STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, Arthur Newlin Notary Public in and for said County and State, on this 19th day of September, 1911, personally appeared Nannie C. House and Ellis House, her husband 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 October 3rd 1914 Arthur Newlin Notary Public

(Seal) KNOW ALL MEN BY THESE PRESENTS:

## ASSIGNMENT

That the within named mortgage of the within named mortgage County, in the State of Oklahoma, the within named mortgage in consideration of the sum of 2,100.00 Dollars, to the within named mortgage 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... 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 mortgage... 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 19 day of Sep, A. D. 1911, at 3:20 o'clock p. M. Fees, \$... By H. C. Walkley Deputy. (Seal)

\* The indorse, signers and endorses each severally waive presentation for payment, protest and notice and further consent to any extensions or extensions without further notice. If they also agree to pay an attorney's fee of ten dollars and ten per cent of this note if same is collected by an attorney or his legal proceedings.