

# MORTGAGE RECORD

579

#34420

## MORTGAGE OF REAL ESTATE

THIS INDENTURE, Made this 21st day of September, A. D. 1911, between Maurice A. De Vinna and Etta M. De Vinna of Tulsa County, in the State of Oklahoma, of the first part, and J. D. Pitman of Denton County, in the State of Texas, of the second part:

WITNESSETH, That said part of the first part, in consideration of

Five Hundred Dollars (\$ 500.00 ), the receipt of which is hereby acknowledged, do hereby these presents grant, bargain, sell and convey unto said part of the second part, his heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: The Northeast quarter of the Northeast quarter of Section 23, Township 20 North Range 12 East, 40 acres, more or less, DOLLARS,

TO HAVE AND TO HOLD THE SAME unto the said part of the second part, his heirs and assigns, together with all and singular the tenements, hereditaments and appurtenances therunto belonging, or in anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas, said first parties have this day executed and delivered one certain promissory note in writing to said part of the second part, described as follows:

One note for \$ 500.00 dated September 21, 1911, due September 21, 1913 with interest at 10% per annum, payable semi-annually, 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 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 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 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 of the first part have hereunto set their hands the day and year first above written.

Maurice A. De Vinna  
Etta M. De Vinna

### STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, J. K. Cleary Notary Public in and for said County and State, on this 21st day of September, 1911, personally appeared Maurice A. De Vinna and Etta M. De Vinna his wife 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 June 21, 1915 John K. Cleary Notary Public

KNOW ALL MEN BY THESE PRESENTS:

### ASSIGNMENT

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 mortgagor, in 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 21 day of Sep, A. D. 1911, at 345 o'clock M. Fees, \$.

By H. C. Walkley Deputy.

(Seal)