

COMPARED

34451

MORTGAGE RECORD

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

MORTGAGE OF REAL ESTATE

THIS INDENTURE, Made this 23rd day of September, A. D. 1911, between Lucy Morgan sole heir of Cilla Morgan of Tulsa County, in the State of Oklahoma, of the first part, and W. S. Brockman 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 Thousand Dollars (\$ 1000), the receipt of which is hereby acknowledged, do sell by these presents grant, bargain, sell and convey unto said party of the second part, his heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: The East Hall (2) of North East Quarter (1/4) of Section Twenty-three (23) in Township Nineteen 19 North, and Range Fourteen (14) East,

TO HAVE AND TO HOLD THE SAME unto the said part 1st 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 Lucy Morgan has this day executed and delivered one certain promissory note in writing to said part 1st of the second part, described as follows:

\$1000.00 Tulsa Oklahoma, Sept. 23, 1911,
One Year after date, for value received, I promise to pay
to the order of W. S. Brockman, One Thousand Dollars at his office
in Tulsa, Okla., with interest at the rate of 10% per annum
from date until paid. If this note is not paid when due and
is collected by an attorney or by suit, principal agrees to pay an
attorneys fee for the collection of sum Ten Dollars, and
ten per cent of the amount remaining unpaid,

Signed Lucy Morgan

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

Lucy Morgan

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, T. D. Evans a Notary Public in and for said County and State, on this 23 day of September, 1911, personally appeared Lucy Morgan and she to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

(My commission expires Jan 31st 1915) T. D. Evans
Notary Public

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

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 one thousand and no 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 the within-named mortgage 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 her hand this 23 day of September, 1911.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 23 day of September, A. D. 1911, at 10 o'clock P. M. Fee, \$ 10 Register of Deeds.

RECEIPT

Received of the within-named mortgage the sum of one thousand and no DOLLARS, in full satisfaction of the within mortgage.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

This instrument was filed for record on the 23 day of September, A. D. 1911, at 1 o'clock P. M. Fees, \$ 10 By H. C. Walkley Deputy. (Seal)