

MORTGAGE RECORD

#34495

SAME DODSWORTH BOOK CO., LAWYER, KAN. No. 21054

MORTGAGE OF REAL ESTATE

THIS INDENTURE, Made this

25th

day of

September

A. D. 1911, between

Fred Brockman and Christina Brockman his wife of Tulsa County, in the State of Oklahoma, of the first part, and Thomas J. Dawson of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part^{ies} of the first part, in consideration of

Nine Hundred & no/100

Dollars (\$ 900.00),

the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part^y of the second part, his heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

Ten acres of land described as follows, Beginning at a point nineteen hundred and eighty feet (1980) north and six hundred and sixty feet east (660) of the South West corner of the South West Quarter of Section (18) Eighteen Township (19) nineteen North Range (13) thirteen East in Tulsa County Oklahoma Thence South (660) Six hundred and sixty feet, thence East (660) six hundred and sixty feet, thence North (660) *

TO HAVE AND TO HOLD THE SAME unto the said part^y 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 Fred Brockman and Christina Brockman on this day executed and delivered their certain promissory note in writing to said part^y of the second part, described as follows:

\$ 900.00 Copy of note Tulsa Okla September 25th 1911
For value received ten months after date we promise to pay to the order of Thomas J. Dawson, Nine Hundred and no/100 Dollars of Central National Bank Tulsa Okla with interest at the rate of ten percent per annum until paid. Interest to be paid semi-annually. Signed Fred Brockman Christina Brockman

This note and mortgage is given for a part of the purchase price of land above described.
Now, if said part^{ies} of the first part shall pay or cause to be paid to said part^y 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^y of the second part shall be entitled to the possession of said premises. And the said part^{ies} 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^{ies} of the first part has hereunto set their hand the day and year first above written.

Fred Brockman
Christina Brockman

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, W. S. Brockman

Notary Public

in and for said County and State, on this 25th day of September 1911, personally appeared Fred Brockman and Christina Brockman, 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 April 3rd 1915 W. S. Brockman Notary Public

(Seal) KNOW ALL MEN BY THESE PRESENTS:

ASSIGNMENT

That of Tulsa County, in the State of Oklahoma, the within-named mortgagor in consideration of the sum of 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 DOLLARS, in full satisfaction of the within mortgage.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

This instrument was filed for record on the 25 day of Sept A. D. 1911, at 5 o'clock P. M.

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

* six hundred and sixty feet thence west six hundred and sixty feet thence east six hundred and sixty feet thence south six hundred and sixty feet thence north six hundred and sixty feet containing ten acres subject to roadways as of record all in Tulsa County, State of Oklahoma