

MORTGAGE RECORD

#34672

SAML DODD WORTH BOOK CO., LAWYER WORTH, KAN. No. 21051

MORTGAGE OF REAL ESTATE

THIS INDENTURE, Made this 29 day of Sept A. D. 1911, between William H. Wilkins and Barbara Wilkins his wife of Tulsa County, in the State of Oklahoma, of the first part, and Bela Hughes of Missouri 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 by these presents grant, bargain, sell and convey unto said part 2nd of the second part, her heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

The North west quarter (1/4) of the North west quarter (1/4), and the North east quarter (1/4) of the South west quarter (1/4) of the North west quarter (1/4), and the South east quarter of the North west quarter (1/4), all in section twenty-three (23), Township twenty (20) north and range thirteen (13) east, containing ninety acres more or less,

TO HAVE AND TO HOLD THE SAME unto the said part 2nd of the second part, her 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 first parties

on this day executed and delivered their certain promissory note, in writing to said part 2nd of the second part, described as follows:

Tulsa, Oklahoma, September 29, 1911, Three years after date, for value received, we or either of us promise to pay to the order of Bela Hughes, One Thousand Dollars at the office of B. F. Pettus, Tulsa, Oklahoma, with interest at the rate of eight per cent per annum, payable annually from date until paid, The interest, if not paid, when due to become as principal and bear the same rate of interest, and in case this note is collected by an attorney or by legal proceedings, we agree to *

Now, if said part 1st of the first part shall pay or cause to be paid to said part 2nd 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 2nd of the second part shall be entitled to the possession of said premises. And the said part 2nd 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 ha hereunto set their hand the day and year first above written.

William H. Wilkins
Barbara Wilkins,

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, B. F. Pettus Notary Public in and for said County and State, on this 30 day of September 1911, personally appeared William H. Wilkins and Barbara Wilkins his wife to me known to be the identical person 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.

(Seal) My commission expires September 12 1912 B. F. Pettus

KNOW ALL MEN BY THESE PRESENTS:

ASSIGNMENT

That in the State of Oklahoma, the within-named mortgage 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 mortgage ha hereunto set hand this day of 19

EXECUTED IN PRESENCE OF

This assignment was filed for record on the day of A. D. 1911, at o'clock M. Fee, \$.

Register of Deeds.

RECEIPT

S. Received of the within-named mortgagor the sum of in full satisfaction of the within mortgage.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

This instrument was filed for record on the 2 day of Oct A. D. 1911, at 3 o'clock P. M. Fees, \$.

By H. C. Walkley Deputy. (Seal)

* pay an additional sum of ten per cent on the amount of this note as attorneys fees, signed William H. Wilkins, Barbara Wilkins