

COMPARED

# MORTGAGE RECORD

619

# 34828

SAML BODWORTH BOOK CO., LAWYERWORTH, KAN., No. 21154

## MORTGAGE OF REAL ESTATE

THIS INDENTURE, Made this 7th day of October, A. D. 1911, between Ellen C. Hogue, nee McLane, if Claude Hogue husband of Tulsa County, in the State of Oklahoma, of the first part, and A. E. Palmer of Owasso, Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1st of the first part, in consideration of Five Hundred Fifty and no/100 Dollars the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 2nd 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 Half of the Southeast Quarter of Section Twenty-one (21), Township Twenty-one (21) North, Range Thirteen (13) East of the Indian Meridian, containing Eighty acres, more or less,

TO HAVE AND TO HOLD THE SAME unto the said part 2nd of the second part, his heirs and assigns, together with all and singular the tenants, hereditaments and appurtenances thereto belonging, or in anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas, said Ellen C. Hogue, nee McLane have this day executed and delivered their certain promissory note in writing to said part 2nd of the second part, described as follows:

One Note for Five Hundred Fifty and no/100 Dollars, dated October 7, 1911, due Oct. 7th 1916, at eight percent interest per annum from Oct 7, 1911 as per copy of note below, Copy of note, \$550.00, Collinsville, Okla., October 7th 1911, Five (5) years after date, we or either of us, each as principal, promise to pay to the order of A. E. Palmer of First National Bank of Collinsville, Okla., Five Hundred Fifty and no/100 Dollars, \*

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 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 have hereunto set their hands the day and year first above written.

Ellen C. Hogue, nee McLane  
Claude Hogue

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, J. D. Ward, Notary Public in and for said County and State, on this 7th day of October, 1911, personally appeared Ellen C. Hogue nee McLane, and Claude Hogue, wife of 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 Nov 25th 1912 J. D. Ward Notary Public

KNOW ALL MEN BY THESE PRESENTS:

### ASSIGNMENT

That of County, 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 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 mortgagee ha hereunto set hand this day of 19

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 9 day of Oct, A. D. 1911, at 8 o'clock M. Fee, \$2.00 Register of Deeds.

### RÉCEIPT

Received of the within-named mortgagee 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 9 day of Oct, A. D. 1911, at 8 o'clock A. M. Fees, \$2.00 By H. C. Walkley Register of Deeds.

\* For value received negotiable and payable at First National Bank, Collinsville, Oklahoma, with interest at eight per cent per annum from Oct 7, 1911, until paid. The mortgagee agrees and endorses, each separately waive presentation for payment, protest and notice and further consent to extensions without further notice. They also agree to pay an attorney fee of this note collected by an attorney or by legal proceedings. Ellen C. Hogue nee McLane  
Claude Hogue  
J. D. Ward  
Notary Public  
Owasso, Okla.