

MORTGAGE RECORD

#34920

SAMP. DODSWORTH BOOK CO., LEAVENWORTH, KAN., No. 21051

MORTGAGE OF REAL ESTATE

THIS INDENTURE, Made this 11th day of October, A. D. 1911, between R. W. Kellough and Ethel B. Kellough, his wife of Tulsa County, in the State of Oklahoma, of the first part, and E. C. Nelson and Co. of Fort Scott, Kansas, County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1st of the first part, in consideration of One Hundred and Fifty and no/100 Dollars (\$ 150.00), the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 2d of the second part, their heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

The Southwest quarter (SW 1/4) of Section Thirteen (13), Township Twenty-one (21) North, and of Range Thirteen (13) East, of the Indian Base and Meridian, containing 1.60 acres more or less, according to the U.S. Survey, thereof.

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

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas, said R. W. Kellough and Ethel B. Kellough have this day executed and delivered their certain promissory note in writing to said part 1st of the second part, described as follows:

\$ 150.00 Dated October 11th, 1911 due December 11th, 1911, payable to the order of E. C. Nelson & Co. of Fort Scott, Kansas with interest at the rate of 10% per annum after maturity.
Signed R. W. Kellough, and Ethel B. Kellough.

Now, if said part 1st of the first part shall pay or cause to be paid to said part 2d of the second part, their 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 2d 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 appraisal 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.

Robert W. Kellough,
Ethel B. Kellough,

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, Notary Public in and for said County and State, on this 11th day of October, 1911, personally appeared R. W. Kellough and Ethel B. Kellough, 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 July 19, 1915 E. P. Thurlwell,
(Seal) Notary Public,

KNOW ALL MEN BY THESE PRESENTS:

ASSIGNMENT

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 150.00 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 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 their hands this 11th day of October, 1911.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 12 day of Oct, A. D. 1911, at 10:10 o'clock a. M. Fee, \$ 1.00 Register of Deeds.

RECEIPT

Received of the within-named mortgage the sum of 150.00 DOLLARS, in full satisfaction of the within mortgage.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

This instrument was filed for record on the 12 day of Oct, A. D. 1911, at 10:10 o'clock a. M. Fees, \$ 1.00 By H. C. Walkley Deputy. (Seal) Register of Deeds.