

MORTGAGE RECORD

#34986

COMPARED

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

MORTGAGE OF REAL ESTATE

THIS INDENTURE, Made this 10th day of Oct, 1911, A. D. 1911, between Huber C. Hughes of Creek County, in the State of Oklahoma, of the first part, and The Sapulpa State Bank of Creek County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1st of the first part, in consideration of

Twenty-nine Hundred Twelve and No. 20 Dollars the receipt of which is hereby acknowledged, does by these presents grant, bargain, sell and convey unto said part 2nd of the second part, their heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

The West Half of the South West quarter of Section Eleven Township Eighteen and range twelve of Tulsa County, Okla., except a two eighths undivided interest.
The above tract consisting of eighty acres and said party of the first part states on his oath that it forms one plot of his homestead.

TO HAVE AND TO HOLD THE SAME unto the said part 2nd of the second part, their 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 Huber C. Hughes

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

One note for \$1040.00 dated Oct. 10th payable four months after date with interest from maturity at the rate of 10% per annum.
One note for \$1872 dated Oct. 10th payable four months after date with interest from maturity at the rate of 10% per annum.
The above notes include cost of collection and attorney fees to be paid by the maker in event of suit to obtain payment.

Now, if said part 1st of the first part shall pay or cause to be paid to said part 2nd of the second part, their heirs or assigns, said sum of money in the above-described notes 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 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 has hereunto set their hand the day and year first above written.

Huber C. Hughes,

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, Robert M. Nicholas Notary Public in and for said County and State, on this 10 day of October, 1911, personally appeared Huber C. Hughes and to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires Nov. 29, 1914, 10. Robert M. Nicholas Notary Public

KNOW ALL MEN BY THESE PRESENTS:

ASSIGNMENT

That Huber C. Hughes of Creek County, in the State of Oklahoma, the within-named mortgagor, in consideration of the sum of 20 DOLLARS, to The Sapulpa State Bank 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 mortgagee has hereunto set hand this 10 day of October, 1911.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 14 day of Oct, A. D. 1911, at 8 o'clock P. M. Fee, \$1.00 Register of Deeds.

RECEIPT

Received of The Sapulpa State Bank the within-named mortgagor, the sum of 20 DOLLARS, in full satisfaction of the within mortgage.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

This instrument was filed for record on the 14 day of Oct, A. D. 1911, at 8 o'clock P. M. Fees, \$1.00

By H. C. Walkley Deputy. Register of Deeds.

(Seal)