

COMPARED

## MORTGAGE RECORD

35061

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

## MORTGAGE OF REAL ESTATE

THIS INDENTURE, Made this 12th day of October A. D. 1911, between Lula A. Jordan and Winfred M. Jordan of Tulsa County, in the State of Oklahoma, of the first part, and Rachel H. Berryman of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said party of the first part, in consideration of Ten Hundred Forty-two and 78/100 Dollars (\$1042.78), the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said party of the second part, her heirs and assigns, the following described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: The Northwest Quarter of the Southeast Quarter of Section Twelve (12) Township Nineteen (19) North Range Twelve (12) East of the Indian Base and Meridian,

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

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas, said Lula A. Jordan and Winfred M. Jordan have this day executed and delivered one certain promissory note in writing to said party of the second part, described as follows:

\$1042.78 Tulsa, Okla., Oct. 12, 1911,  
One year after date for value received we promise to pay to Rachel H. Berryman or order Ten Hundred Forty-two and 78/100 Dollars, at office of J. H. Simmons, Tulsa, To bear interest at the rate of 8 per cent per annum from date. And further hereby agree that if this note is not paid when due to pay all costs necessary for collection, including ten per cent for attorney's fees,

Now, if said party of the first part shall pay or cause to be paid to said party of the second part, her 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 party of the second part shall be entitled to the possession of said premises. And the said party 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 party of the first part have hereunto set their hands the day and year first above written.

Lula A. Jordan  
Winfred M. Jordan

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, Nellie S. Cook Notary Public in and for said County and State, on this 12th day of October A. D. 1911, personally appeared Lula A. Jordan and Winfred M. Jordan 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 November 11, 1912 Nellie S. Cook Notary Public

KNOW ALL MEN BY THESE PRESENTS:

## ASSIGNMENT

That one of one County, in the State of Oklahoma, the within-named mortgage in consideration of the sum of one thousand four hundred forty-two and 78/100 Dollars, to one 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 have hereunto set their hands this 12th day of October A. D. 1911.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 16th day of October A. D. 1911, at 3:30 o'clock P. M. Fee, \$1.00 Register of Deeds.

## RECEIPT

Received of one the within-named mortgagor the sum of one thousand four hundred forty-two and 78/100 Dollars, in full satisfaction of the within mortgage.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

This instrument was filed for record on the 16th day of October A. D. 1911, at 3:30 o'clock P. M. Fees, \$1.00 By H. C. Walkley Deputy.

For value received, I acknowledge satisfaction and payment in full of the within mortgage, and same is hereby released.

Rachel H. Berryman 17th May 1913

Sign and acknowledge before me