

COMPARED

MORTGAGE RECORD

#35100

SALE DODD WORTH BOOK CO., LEAVENWORTH, KAN. No. 21034

MORTGAGE OF REAL ESTATE

THIS INDENTURE, Made this 16th day of October, A. D. 1911, between R. N. Holt & Georgia Holt his wife of Tulsa County, in the State of Oklahoma, of the first part, and S. M. Lloyd of Oklahoma County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1st of the first part, in consideration of Two hundred fifty (\$250.00) and no. 00 Dollars (\$250.00), the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 3rd of the second part, his heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: The South Half (2) of Lot Three (3) in Block Four (H) and Lot Four (4) in Block Four (H) of Turkey Addition to the City of Tulsa, Oklahoma according to the duly recorded plat thereof.

TO HAVE AND TO HOLD THE SAME unto the said part 3rd of the second part, his 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 R. N. Holt & Georgia Holt, have this day executed and delivered Six (6) certain promissory notes in writing to said part 4th of the second part, described as follows:

One (1) note dated October 16th, 1911, for Fifty (\$50.00) Dollars, due October 26th, 1911, with interest at the rate of 10% per annum from date, Five (5) notes dated October 16th, 1911, for Forty (\$40.00) Dollars each, due November 26th, 1911, December 26th, 1911, January 26th, 1912, February 26th, 1912 and March 26th, 1912, respectively, with interest at 10% per annum from date,

Now, if said part 1st of the first part shall pay or cause to be paid to said part 4th of the second part, his 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 4th 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 hand the day and year first above written.

R. N. Holt,
Georgia Holt,

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, the undersigned Notary Public in and for said County and State, on this 16th day of October, 1911, personally appeared R. N. Holt and Georgia Holt 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 2-7- 1914

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned Notary Public of Tulsa County, in the State of Oklahoma, the within-named mortgagor in consideration of the sum of 250.00 DOLLARS, to in hand paid, the receipt whereof is hereby acknowledged, do hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto his 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 his hand this 16th day of October, 1911.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 18th day of Oct, A. D. 1911, at 8 o'clock P. M. Fee, \$1.00 Register of Deeds.

RECEIPT

Received of S. M. Lloyd the within-named mortgagor the sum of 250.00 DOLLARS, in full satisfaction of the within mortgage.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

This instrument was filed for record on the 18th day of Oct, A. D. 1911, at 8 o'clock P. M. Fees, \$1.00 By H. E. Walkey Deputy. Register of Deeds.

(Seal)

State of Oklahoma, Tulsa County, ss. Before me, the undersigned, a Notary Public in and for said County and State, on this 16th day of October, 1911, personally appeared Georgia Holt, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth. My commission expires July 27, 1912.