528

MORTGAGE OF REAL ESTATE — DORSET Printing Company, Dallas, Texas

THIS INDENTURE Made this 9 day of August A.D. 1909, between Louis Skrobich
of Tulsa County, in the State of Oklahoma, of the first part, and Laura Fraser
of St. Louis County, in the State of ~~Oklahoma~~ Mo., of the second part;

WITNESSETH, That said part of the first part, in consideration of Four hundred & seventy five and 00 Dollars ($475.00)
the receipt of which is hereby acknowledged, does by these presents Grant, Bargain, Sell and Convey unto said part of the second part her heirs and
assigns, the following described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:
Lots 15, 16, 17 and pt. 18, in Block 3, in the Morningside Addition, to the City
of Tulsa, Oklahoma.

~~DOLLARS~~

TO HAVE AND TO HOLD The same unto the said part of the second part her 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 Louis Skrobich has this day executed and delivered one certain promissory note in writing to said part of the second part, described as follows:

$475.00 Tulsa, Okla. August, 1909.

Six Months after date, for value received, I promise to pay to the order of Mrs Laura Fraser four hundred and seventy five dollars, at First National Bank, Tulsa, Okla. with interest at the rate of 8% per annum, from maturity until paid, the interest, if not paid when due, to become as principal and bear the same rate of interest, and in case this note is collected by an attorney or by legal proceedings I agree to pay an additional sum of ten percent on the amount of this note for attorneys fees. No. 1 Due

Now, if said part of the first part shall pay or cause to be paid to said part 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 part of the second part shall be entitled to possession of said premises. And the said part 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 part of the first part has hereunto set his hand the day and year first above written.

Louis Skrobich

State of Oklahoma, } ss.
Tulsa County }

BEFORE ME A.E. Berger
in and for said County and State on this 9th day of August 1909, personally appeared Louis Skrobich
~~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 March 14 1912. (Seal) A.E. Berger Notary Public.

ASSIGNMENT

Know All Men by These Presents:

THAT ..... of ..... County, in the State of Oklahoma, the within
named Mortgagee 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 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 ha hereunto set hand this ..... day of ..... 19.....

EXECUTED IN PRESENCE OF

State of Oklahoma, } ss.
..... County }

This Assignment was filed for record on the ..... day of ..... A.D. 19..... at ..... o'clock ..... M.,
and duly recorded in Book ..... on page ..... Fee, $.....
$..... 19..... Register of Deeds.

RECEIPT.

RECEIVED OF ..... the within named Mortgagor
the sum of ..... and ..... DOLLARS,
in full satisfaction of the within Mortgage.

FILED FOR RECORD On the 12 day of Aug A.D. 1909 at 10 45 o'clock A.M.

(Seal) H.C. Walkley Register of Deeds.