

MORTGAGE OF REAL ESTATE

DORSEY Printing Company, De. 14, 1914

THIS INDENTURE Made this 25th day of August A.D. 1909, between E. H. Snittle & Ed. Snittle, her husband of Tulsa County, in the State of Oklahoma, of the first part, and Mrs. Laura Fraser of St. Louis County, in the State of Missouri, of the second part:

WITNESSETH, That said part 1st of the first part, in consideration of Seven hundred and no. 00 Dollars (\$ 700.00.) the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto said part 2nd of the second part her heirs and assigns, the following described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

Lot one (1), two (2), four (4) and five (5) in Block six (6) and Lot eleven (11) in Block three (3) in the Hackathorn Addition to the City of Tulsa, Oklahoma according to the recorded plat thereof DOLLARS

The first parties agree that in event this mortgage is foreclosed by the second party, according to law, to pay said second party an additional sum 10 per cent, for attorneys fee.

TO HAVE AND TO HOLD The same unto the said part 2nd 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 mortgagors have this day executed and delivered one certain promissory note in writing to said part 2nd of the second part, described as follows:

4,700.00 Tulsa, Okla. August 1909  
One year after date, promised to pay to order of Mrs. Laura Fraser, Seven hundred Dollars, at First National Bank, Tulsa Oklahoma with interest at rate of 10% per annum, from date, and 10% additional if collected by an attorney of record.

E. H. Snittle  
Ed. Snittle

Now, if said part 2nd of the first part shall pay or cause to be paid to said part 2nd 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 2nd of the second part shall be entitled to possession of said premises. And the said part 2nd of the first part for said consideration do hereby expressly waive an appraisalment 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.

E. H. Snittle  
Ed. Snittle

State of Oklahoma, ss. Tulsa County BEFORE ME P. E. Berger a Notary Public in and for said County and State on this 25th day of August 1909, personally appeared E. H. Snittle and Ed. Snittle 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 March 11, 1912 (Seal)

P. E. Berger  
Notary Public

#### ASSIGNMENT

Know All Men by These Presents:

THAT \_\_\_\_\_ of \_\_\_\_\_ County, in the State of Oklahoma, the within named Mortgage, 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, \$ \_\_\_\_\_

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 25 day of Aug A.D. 1909 at 11 o'clock AM.

(Seal)

H. B. Wakley

Register of Deeds.