

## MORTGAGE RECORD, No. 57.

FROM

State of Oklahoma, Tulsa County, ss.

TO

This instrument was filed for record on the 12<sup>th</sup> day  
of March A. D. 19 10, at 1 o'clock P. M.

Fees, \$

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

MORTGAGE OF REAL ESTATE.—SAML DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 19783.

THIS INDENTURE, Made this 12 day of March, A. D. 19 10, between Len M. Strait & Vera Strait, husband and wife of Tulsa County, in the State of Oklahoma, of the first part, and Tulsa City of Tulsa, Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said party of the first part, in consideration of Eight hundred and fifty and no/100 Dollars (\$ 850.00), the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said party of the second part, their heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: Lot number Nine (9), Block Twelve (12), in Ewen's Addition to the City of Tulsa, Oklahoma. Should default be made in payment of any installments DOLLARS, When same is due and payable according to the terms of note and shall remain unpaid for thirty days then the whole debt hereby secured may at option of the mortgagee or legal holder of note be declared due and payable at once.

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 thereunto belonging, or in anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas said Len M. Strait & Vera Strait have on this day executed and delivered to certain promissory note, in writing to said party of the second part, described as follows:

850.00 Tulsa, Oklahoma March 12, 1910.  
One or before party two months after date for value received we promise to pay to Tulsa City or Order Eight hundred and fifty and no/100 Dollars at Central National Bank, Tulsa, Oklahoma, at the rate of eight percent per month from April 1, 1910, until paid, to bear interest at the rate of 8 percent annual from date and further hereby agreed that if this note is not paid when due to pay all costs necessary for collection including fee per Cent for Attorney's fees. Signed Len M. Strait, Vera Strait

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 appraisal of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma and to quiet and protect interest in the sum of \$850.00 payable to said Tulsa City as her interest may appear.

IN WITNESS WHEREOF, The said party of the first part have hereunto set their hand the day and year first above written.

Len M. Strait  
Mrs. Vera Strait

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me Percival E. Maguire Notary Public  
in and for said County and State on this 12 day of March, 19 10, personally appeared  
Len M. Strait and Vera Strait, husband and wife 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 June 2919 10 (Seal)

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:

That Len M. Strait & Vera Strait of Tulsa County,  
in the State of Oklahoma, the within-named mortgagee in consideration of the sum of 850.00 DOLLARS,  
to Tulsa City 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 12 day of March, 19 10.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 12 day of March, A. D. 19 10, at 1 o'clock P. M. Fee, \$

Register of Deeds.

19 10

RECEIPT.

Received of Tulsa City the within-named mortgagee the sum of 850.00 DOLLARS,  
in full satisfaction of the within mortgage.