

Tulsa
3-8-56

MORTGAGE RECORD, No. 57.

COMPARED

FROM

State of Oklahoma, Tulsa County, ss.

TO

This instrument was filed for record on the 13 day of May A. D. 1910, at 4:45 o'clock P. M.

Fees, \$

J. C. Wackey

Register of Deeds.

By Deputy.

MORTGAGE OF REAL ESTATE.—BANK DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 19788.

THIS INDENTURE, Made this 12 day of May, A. D. 1910, between Monroe Neal and Jennie Neal, his wife, of Tulsa County, in the State of Oklahoma, of the first part, and Union Trust Company of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of Two Thousand Six Hundred Dollars (\$2600.00), the receipt of which is hereby acknowledged, do hereby by these presents, grant, bargain, sell and convey unto said party of the second part, its heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: The South half (S. 1/2) of the Northwest quarter (NW 1/4) of Section sixteen (16), Township thirteen (13) North, Range eleven (11) East, Less R.R. Right of way Also the Northeast quarter (NE 1/4) of Southwest quarter (SW 1/4) and the North half (N. 1/2) of the Southeast quarter (SE 1/4) of the Southwest quarter (SW 1/4) of Section sixteen (16), Township thirteen (13) North, Range eleven (11) East.

TO HAVE AND TO HOLD THE SAME unto the said party of the second part, its 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 Monroe Neal has this day executed and delivered to said party of the second part, described as follows: Tulsa Open Shop May 12-1910 \$2600.00 Five years after date for value received I promise to pay to the order of Union Trust Co. the principal sum of \$2600.00 Dollars, with interest thereon at the rate of 6 per cent per annum from May 12 1910, said interest being payable semi-annually according to the interest on the term of 10 interest coupon notes and being for 18 7/8% Principal and 10 each part \$260.00 Dollars bearing date hereunto, both principal and interest coupon notes payable at the principal office of Union Trust Company in Tulsa Oklahoma, the principal money of the United States, shall not be drawn, interest from maturity at the rate of eight per cent per annum, payable semi-annually if not paid when due. And if default

Now, if said party of the first part shall pay or cause to be paid to said party of the second part, its 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.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands the day and year first above written. Monroe Neal Jennie Neal

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, F. L. Turner, Notary Public in and for said County and State on this 12 day of May, 1910, personally appeared Monroe Neal and Jennie Neal 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 Nov. 28, 1910 (Seal), F. L. Turner, Notary Public

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS: That in consideration of the sum of DOLLARS, in the State of Oklahoma, the within-named mortgage, to in hand paid, the receipt whereof is hereby acknowledged, do hereby SELL, ASSIGN, TRANSFER, 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, hereunto set hand, this day of 19

EXECUTED IN PRESENCE OF

This assignment was filed for record on the day of A. D. 1910, at o'clock M. Fee, \$

Register of Deeds.

RECEIPT.

Received of the within-named mortgagor the sum of DOLLARS, in full satisfaction of the within mortgage.

Remade by the payment of any interest coupon, or any part thereof, at the time and place above said. They said principal sum shall be paid at once, at the office of the County of Tulsa, Oklahoma, and payee. This note is in full of a series of notes of even date herewith numbered from one to 19 both inclusive. They are all for the sum of \$2600.00 Dollars, and together with said interest coupon, being described in the original mortgage on the real estate situated in Sec. 16, Twp. 13 N. R. 11 E. which is a first class.