

# MORTGAGE RECORD

# 35248

HAML DODSWORTH BOOK CO., LEAVENWORTH, KAN No. 20769

**COMPARED**

# MORTGAGE

THIS INDENTURE, Made this 13<sup>th</sup> day of October in the year of our Lord One Thousand Nine Hundred and eleven between Henry Kneisel and Mamie J. Kneisel, husband and wife of the County of Tulsa and State of Oklahoma, of the first part, and W. E. Spring Investment Company of the second part:

WITNESSETH, That the said part 12 of the first part in consideration of the sum of Five Hundred and no. 00 DOLLARS, to it duly paid, the receipt of which is hereby acknowledged, ha ve sold and by these presents do GRANT, BARGAIN, SELL,

AND MORTGAGE to the said party of the second part, his heirs, administrators or assigns, forever, all that tract or parcel of land situated in the County of Tulsa, in the State of Oklahoma, described as follows, to-wit: all of Lot Six (6) and Westerly half

Twenty-five (25) feet of Lot Four (H) in Block Seventy Six (76) is the  
city of Tulsa, Oklahoma - also a Westerly 25 ft of Lot 4 in Block 76 is described as  
abandoned Beginning at Southwesterly corner of said Lot 4, thence along  
easterly line of said Lot 4 northeasterly 425 feet, thence at right angles parallel  
with westerly line of said Lot 4 northwesterly 100 feet to northerly line of said Lot 4  
thence along said northerly line Southwesterly 25 feet to northeasterly corner of said Lot  
thence along westerly line of said Lot 4 Southwesterly 100 feet to place beginning  
of the Indian Meridian, containing in all \_\_\_\_\_ acres, more or less, according to the Government survey thereof.

And it is hereby mutually agreed that in case the party of the second part, or its assigns, should hereafter appear in any of the land departments or offices of the general Government, or in any court, in order to preserve or protect the title heretofore warranted, all costs and expenditures made in that behalf shall be added to the amounts hereby secured and shall bear interest at the same rate, with the appurtenances, rents, issues and profits and all the estate, title and interest of said part se of the first part therein. And the said part se of the first part do hereby covenant and agree that at the delivery hereof there are the lawful owner of the premises above granted and seized of a good and indefeasible estate of inheritance therein, and will warrant and defend the title to the same, and that the same is free and clear of all incumbrances of whatsoever kind except a certain mortgage for \$ 5000.00 given to TITE DEMING INVESTMENT COMPANY.

THIS GRANT is intended as a MORTGAGE to secure the payment of the sum of Five Hundred  
and no DOLLARS,

payable as follows, to-wit:	
\$ 125 <sup>00</sup> April	1st, 1912; \$ 125 <sup>00</sup> April 1st, 1913; \$
\$ 125 <sup>00</sup> October	1st, 1912; \$ 125 <sup>00</sup> October 1st, 1913; \$

at the office of THE DEMING INVESTMENT COMPANY, Osage, Kansas, according to the terms 2 4 certain promissory note 2 this day executed and delivered by the said parties of the first part to the said party of the second part, and this conveyance shall be void if such payment be made as herein specified. But if default be made in such payment, or any part thereof or interest thereon when due, or the taxes or if any installment of principal or interest of any mortgage or lien prior to this are not paid when the same are due and payable, or if the insurance on the premises herein described be not kept in force thereon, then this conveyance shall become absolute, and the whole shall become due and payable, and it shall be lawful for the party of the second part, his heirs, administrators or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, or the proceeds of the same, as may be lawfully prescribed by law, appraisement hereby waived or not, at the option of the party of the second part, his heirs, administrators or assigns, and out of all the moneys arising from such sale to retain the amount due for principal and interest, taxes and penalties thereon, and interest on delinquent taxes at the rate fixed by law, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand to the said parties their of the first part, their heirs or assigns.

And said mortgagor further expressly agree that in case of foreclosure of this mortgage, and as often as any proceedings shall be taken to foreclose the same, as herein provided, the mortgagor will pay to said plaintiff fifty dollars as a reasonable attorney's or solicitor's fee therefor, in addition to all other legal costs and statutory fees; said fee to be due and payable upon the filing of petition for foreclosure and the same shall be a further charge and lien upon the said premises described in this mortgage, and the amount thereof shall be recovered in said foreclosure suit and included in any judgment or decree rendered in any action as aforesaid, and collected and the lien hereof enforced in the same manner as the principal debt hereby secured. It is expressly stipulated that upon default herein suit to foreclose this mortgage may be brought in County where real estate mortgaged is situated regardless of residence of mortgagors, or either of them, and all objections to venue of such suit are hereby expressly waived.

IN WITNESS WHEREOF, The said part <sup>ies</sup> of the first part ha <sup>ve</sup> hereunto set <sup>their</sup> hands and seal <sup>2</sup> the day and year first above written.

SIGNED AND DELIVERED IN PRESENCE OF

J. F. McCoy,  
W. E. Kiersey.

Harry Kneisel (SEAL)  
Nannie J. Kneisel (SEAL)

State of Oklahoma, Lincoln County, ss.

Before me, James P. Orin Coy, a Notary Public, in and for said County and State, on this 16th day of October, 1911, personally appeared \_\_\_\_\_

Henry Kneisel  
Harris A. Kneisel

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 their free and voluntary act and deed for the uses and purposes therein set forth,

WITNESS my hand and official seal the day and year last above set forth.

My commission expires Nov, 21st 10/11 James T Mc Coy  
Notary Public

## ASSIGNMENT

For and in consideration of the sum of.....DOLLARS  
to.....in hand paid, the receipt of which is hereby acknowledged.....do hereby transfer to.....  
the within mortgage and note...thereby secured, without recourse.

IN WITNESS WHEREOF, \_\_\_\_\_ have hereunto set \_\_\_\_\_ hand this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_.

State of \_\_\_\_\_ County, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, a Notary Public, in and for said County, personally appeared \_\_\_\_\_

who is to me personally known to be the identical person ...who executed the foregoing assignment, and duly acknowledged the execution of the same to be his voluntary act and deed for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, on the day and date last above written.

My commission expires \_\_\_\_\_ A. D. 19\_\_\_\_

Notary Public.

State of Oklahoma, County of Tulsa, ss.

This instrument was filed for record on the 24 day of Oct, A. D. 19 11 at 10 o'clock a M.

By \_\_\_\_\_ Deputy. *H. C. Walker*  
Register of Deeds.

Deputy.

## Register of Deeds