

MORTGAGE RECORD.

COMPARED

FROM

TO

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 5th day
of Aug. A. D. 1912, at 3⁴⁵ o'clock P. M.
Fee, \$.

H. C. Walkley
Register of Deeds
By Deputy.

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

THIS INDENTURE, Made this 5th day of August, A. D. 1912, between Cyrus B. and Sarah Whiters, of the first part, and Oklahoma State Bank, of Tulsa, Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of Three hundred Dollars (\$300.00), 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:

All of Lots (10) Eight (9) More and (10) Ten in Block (17) Seventeen (17) Addition to City of Tulsa Oklahoma according to Plat thereof

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 therunto belonging, or in anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas said First Parties have this day executed and delivered their certain promissory note in writing to said party of the second part, described as follows:

Dated Tulsa Okla. 8/5/1912 for amount of \$300.00 Three Hundred Dollars @ 12% from maturity agreeing to reasonable atty fee if collected by law or suit on six months time signed

Cyrus B. Whiters
Sarah Whiters

Now, if said parties 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 parties 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.

Attest:
L. D. Mang Jr.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, Ed. T. Egan, Notary Public in and for said County and State on this 5th day of August, 1912, personally appeared Cyrus B. Whiters and Sarah Whiters, 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

July 27, 1915 (Seal) Ed. T. Egan 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 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 hereunto set hand this day of 1912.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the day of A. D. 1912, at o'clock M. Fee, \$

Register of Deeds.

RECEIPT.

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

For value received, I acknowledge satisfaction and payment in full of the within mortgage, and same is hereby released.

Pray, Ed. T. Egan

Notary Public in and for said County and State on this 5th day of August, 1912, personally appeared Cyrus B. Whiters and Sarah Whiters, 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.