

## MORTGAGE RECORD.

COMPARED

FROM

TO

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 13<sup>th</sup> day  
of Sept A. D. 1912, at 10 o'clock AM.

Fees, \$

By

Deputy.

MORTGAGE OF REAL ESTATE.—BANK DODSWORTH, BOOK CO., LEAVENWORTH, KAN. No. 10788

THIS INDENTURE, Made this 13<sup>th</sup> day of Sept A. D. 1912, between Fannie R. Clinton of Tulsa County, in the State of Oklahoma, of the first part, and Bank of Commerce, Tulsa of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part of of the first part, in consideration of the sum of four hundred & twenty five Dollars (\$425), the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part of 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 lot six (6) block one hundred fifty two (152) in the City of Tulsa, Okla. according to the official recorded plat thereof DOLLARS,

TO HAVE AND TO HOLD THE SAME unto the said part of 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 Fannie R. Clinton her husband L. R. Clinton her husband Sept 13, 1912 executed and delivered a certain promissory note, in writing to said part of of the second part, described as follows: copy attached  
Tulsa, Oklahoma. Sept 13, 1912.  
for monthly payments, say, or either of us, promise to pay to the order of Bank of Commerce of Tulsa, Oklahoma, four hundred & twenty five Dollars.  
First value received, negotiable and payable at office of Bank of Commerce, Tulsa, Oklahoma, without defalcation or discount, with interest from maturity at the rate of 10 per cent. per annum until paid, and if interest be not paid annually to become principal and bear same rate of interest.  
The drawer and endorsers severally make presentation for payment, protest and notice of protest, and upon payment of this note, and agree that this note may be extended from time to time without notice to any party.  
and all other expenses incurred for collecting this note or interest thereon.

Now, if said part of of the first part shall pay or cause to be paid to said part of of the second part, its heirs and 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 of of the second part shall be entitled to the possession of said premises. And the said part of 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 of of the first part have hereunto set their hands the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, Henry L. Reed a Notary Public  
in and for said County and State on this 13<sup>th</sup> day of Sept 1912, personally appeared Fannie R. Clinton and L. R. Clinton, her husband  
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 Jan 17<sup>th</sup> 1914. Secy. Henry L. Reed.

## ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:

That the of the County, in the State of Oklahoma, the within-named mortgage in consideration of the sum of the and the DOLLARS, to the in hand paid, the receipt whereof is hereby acknowledged, do hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto the 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 has hereunto set hand this day of the

EXECUTED IN PRESENCE OF

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

Register of Deeds.

## RECEIPT.

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

\* subject to note, dated May 28, 1910 for \$1600.00  
Last from date due May 28, 1911.