

MORTGAGE RECORD.

FROM

State of Oklahoma, Tulsa County, ss.

TO

This instrument was filed for record on the 16th day of Oct. A. D. 1911, at 2 o'clock P. M.

Fees, \$

By

Deputy.

COMPARED

MORTGAGE OF REAL ESTATE. SAMU DODSWORTH BOOK CO. LAVERWORTH, KAN. No. 1978

THIS INDENTURE, Made this eighteenth day of October, A. D. 1911, between W. E. Gordon of Tulsa County, in the State of Oklahoma, of the first part, and Colonial Trust Company of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1 of the first part, in consideration of Eight Hundred dollars (\$800.00)

Dollars (\$

the receipt of which is hereby acknowledged, do sell by these presents grant, bargain, sell and convey unto said part 2 of the second part, its heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

A part of lot five (5) in block two hundred and one (201) in Tulsa, about twenty and State more particularly described as follows: Beginning on the westerly line of said lot five in Block 201 at a point 104 feet north of the northwest corner of said block, thence north 89° 15' 00" parallel with south eleventh street, 104 feet to the alley running north and south through said block, thence south 89° 15' 00" at a right angle to the alley a distance of forty-five (45) feet, thence westerly parallel with said alley to the easterly line of said block, thence north 89° 15' 00" parallel with said alley to the place of beginning.

TO HAVE AND TO HOLD THE SAME unto the said part 2 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

part 1 this day executed and delivered a certain promissory note in writing to said part 2 of the second part, described as follows:

Part 1 Tulsa, Oklahoma Oct. 18, 1911 Six months months after date for value received promise to pay to the order of Colonial Trust Company of Tulsa, Oklahoma, eight hundred dollars with interest thereon at the rate of 8 per cent. per annum, after date.
The principal, interest, and guarantee of this note hereby secured by presentment and demand of payment, notice of non-payment, protest and notice of protest and extension of time of payment, interest on this note to be paid annually, and of non-payment, due to bear interest at the rate specified for the principal.
If this note is not paid when due and is collected by any attorney or by suit, principal, interest and cost of suit, agree to pay and attorney's fee for the collection of same of ten dollars and ten per cent. of the amount remaining unpaid.
W. E. Gordon Mrs. W. E. Gordon

Now, if said part 1 of the first part shall pay or cause to be paid to said part 2 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 part 2 of the second part shall be entitled to the possession of said premises. And the said part 1 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 1 of the first part ha hereunto set its hand the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, W. L. Wall Jr. Notary Public
 in and for said County and State on this 17 day of Oct, 1911, personally appeared
W. E. Gordon and Mrs. W. E. Gordon
 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 Dec. 16, 1911 Seal Notary Public

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:
 That Colonial Trust Company of Tulsa County, in the State of Oklahoma, the within-named mortgage in consideration of the sum of 800.00 DOLLARS, to W. E. Gordon in hand paid, the receipt whereof is hereby acknowledged, do hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto its 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 mortgage ha hereunto set its hand this day of Oct, 1911.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 18 day of Oct, A. D. 1911, at 2 o'clock P. M. Fee, \$

Register of Deeds.

RECEIPT.

\$ 800.00 Received of Colonial Trust Company the within-named mortgagor the sum of 800.00 DOLLARS, in full satisfaction of the within mortgage.