

MORTGAGE RECORD.

FROM

State of Oklahoma, Tulsa County, ss.

TO

This instrument was filed for record on the 12 day of Dec. A. D. 1912, at 1:20 o'clock P. M.

Fee, \$

By

Deputy.

COMPARED

Register of Deeds.

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

THIS INDENTURE, Made this 12th day of December, A. D. 1912, between Effie Stryker & Wm. Stryker of Tulsa County, in the State of Oklahoma, of the first part, and The Exchange National Bank of Tulsa, Oklahoma, of the second part:

WITNESSETH, That said part of the first part, in consideration of

five thousand Dollars (\$5,000.00), the receipt of which is hereby acknowledged, do hereby presents grant, bargain, sell and convey unto said part of the second part, its successors and assigns, the following described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: The southerly portion (1/2) of Lot 10 and the northerly portion (1/2) of Lot 11 (2) all in Block 1125 of the City of Tulsa, Oklahoma Territory (now Oklahoma) according to the recorded plat of said lots and more particularly described as follows: Beginning at a point 1/4 of a mile south of the northeast corner of said Block 1125, one (1) and on the easterly line of said block, thence running westerly 140 feet thence at right angles in a southerly direction 20 feet thence at right angles in a northerly direction 140 feet thence at right angles in a northerly direction to point of beginning.

TO HAVE AND TO HOLD THE SAME unto the said part of the second part, its successors 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 Effie Stryker & Wm. Stryker have this day executed and delivered to said part of the second part, described as follows:

5,000.00 Tulsa, Oklahoma, Dec. 12th, 1912, I, Effie Stryker & Wm. Stryker, as principal, promise to pay to the order of The Exchange National Bank of Tulsa, Oklahoma, five thousand dollars for value received, payable to the order of The Exchange National Bank of Tulsa, Oklahoma, with interest at ten percent per annum from maturity until paid; the makers and endorsers each severally and jointly, jointly and severally, shall be bound to pay the same, and further consent to any renewal or extension without further notice. They also agree to pay an attorney's fee of ten dollars and ten percent of the cost of this note if suit is instituted by an attorney in legal proceedings.

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

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, Walter Allen, Notary Public in and for said County and State on this 12th day of December, 1912, personally appeared Effie Stryker and Wm. Stryker, and they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires June 13, 1913. Walter Allen, 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 has 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 Dollars, in full satisfaction of the within mortgage.