

## MORTGAGE RECORD.

COMPARED

FROM

TO

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 7 day  
of Jan. A. D. 1911, at 2 o'clock P. M.

Fees, \$

N. C. Muesley

Register of Deeds.

By

Deputy.

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

THIS INDENTURE, Made this seventh day of January A. D. 1911, between Mary P. Davis a single woman of Tulsa County, in the State of Oklahoma, of the first part, and Bank of Oklahoma of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1 of the first part, in consideration of One thousand and no/100 Dollars (\$1,000.00), the receipt of which is hereby acknowledged, do 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:

Lot Three (3) and the southerly Half (1/2) of Lot Two (2) in Block Four (4) in the City of North Tulsa, according to the official plat and survey thereof

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

One note of even date herewith for One thousand dollars (\$1,000) due January 7, 1912, with two interest notes attached, one for fifty dollars (\$50) due July 7, 1911 and one for fifty dollars (\$50) due January 7, 1912.

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 has hereunto set her hand the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, E. A. Lilly Notary Public  
in and for said County and State on this 7th day of January, 1911, personally appeared Mary P. Davis  
to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires Sept 21, 1912 E. A. Lilly Notary Public

## ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS: That Bank of Oklahoma of Tulsa County, in the State of Oklahoma, the within-named mortgage

in consideration of the sum of One thousand and no/100 Dollars, to its 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 its hand this 7th day of January, 1911.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 7th day of January, A. D. 1911, at 2 o'clock P. M. Fee, \$

Register of Deeds.

## RECEIPT.

Received of Bank of Oklahoma the within-named mortgagor the sum of One thousand and no/100 Dollars, in full satisfaction of the within mortgage.

*\* said mortgagor hereby agrees that if action is brought to fore-  
close this mortgage, she will pay all reasonable attorney's fee  
of one hundred dollars (\$100) which this mortgage also secured.*