

MORTGAGE RECORD.

FROM

State of Oklahoma, Tulsa County, ss.

TO

This instrument was filed for record on the 20 day of Jan A. D. 1911, at 1:30 o'clock P. M.

Fee, \$

By

Deputy.

Register of Deeds.

MORTGAGE OF REAL ESTATE.—SAML. BODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 19788

THIS INDENTURE, Made this 20th day of December A. D. 1911, between Chas. E. Carrott of Tulsa, Tulsa County, in the State of Oklahoma, of the first part, and T. J. Pearce of Tulsa, Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1st of the first part, in consideration of Fifty and 00/100 Dollars (\$50.00), the receipt of which is hereby acknowledged, do hereby presents grant, bargain, sell and convey unto said part 2nd of the second part, his heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: All of Lot numbers Thirty (30) Block numbered Two (2) Tract Addition to the City of Tulsa, according to the survey and plat thereof (with improvements thereon) for Fifty (50) DOLLARS, subject to a first Mortgage to the Dickason Lumber Company of Three Hundred and Sixty-two Dollars and sixty-five cents (L.P. 342.65)

TO HAVE AND TO HOLD THE SAME unto the said part 2nd of the second part, his 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 Chas. E. Carrott has S. this day executed and delivered a certain promissory note in writing to said part 2nd of the second part, described as follows: \$50.00 Tulsa, Oklahoma December 20 - 1910 Ninety days after date for value received we or either of us as principals, promise to pay to the order of T. J. Pearce Fifty and 00/100 at the Colonial Trust Company of Tulsa, Okla., with interest at eight per cent per annum until paid. The principals, sureties and endorser herein severally and jointly, demand and require said party to pay and hereby agree that this note may be executed from time to time without notice and without impairment of any obligation upon the part of any surety, guarantor or endorser herein of default in such we agree to pay a reasonable attorney fee for collection hereof. Chas. E. Carrott - Clara Carrott

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

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, E. R. Albert, Notary Public in and for said County and State on this 20th day of December 1911, personally appeared Chas. E. Carrott and Clara Carrott to me known to be the identical person 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 Oct 6th 1913. (Seal) E. R. Albert, 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 his hand this day of 1911.

EXECUTED IN PRESENCE OF

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

Register of Deeds.

RECEIPT.

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