

# MORTGAGE RECORD.

FROM

*State of Oklahoma, Tulsa County, ss.*

This instrument was filed for record on the 14 day  
of June A. D. 1910, at 5 o'clock P. M.  
Fees, \$ 0.10

By \_\_\_\_\_ Deputy.

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

THIS INDENTURE, Made this 14<sup>th</sup> day of June, A. D. 1912, between Edith H. Summitt  
and M. W. Summitt of Tulsa County, in the State of  
Oklahoma, of the first part, and T. L. Neves of Tulsa County, in the State of  
Oklahoma, of the second part:

WITNESSETH, That said party of the first part, in consideration of Three Hundred Eighty Nine and 04/100 Dollars (\$ 389.15), the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said party of the second part, his heirs and assigns, the following-described Real Estate, situated in  Tulsa  County, and State of Oklahoma, to-wit:

Lot No Three (3) in Block No Three (3) in the Hackithorn  
Addition to the City of Tulsa, Oklahoma.

TO HAVE AND TO HOLD THE SAME unto the said party of the second part, *his* 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 Edith V. Smittle & M. W. Smittle  
has on this day executed and delivered their certain promissory note in writing to said part of of the second part, described as follows:

In the Sum of Three Hundred, Eighty Nine and 15/100 Dollars (\$389.19), dated June 14, 1910, payable six months from date; bearing interest at ten per cent per annum, and signed by Ethel M. Smittle and M. W. Smittle, made payable to S. G. Newes, or order

Now, if said part <sup>1st</sup> of the first part shall pay or cause to be paid to said part <sup>2nd</sup> of the second part, <sup>first</sup> 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 <sup>2nd</sup> of the second part shall be entitled to the possession of said premises. And the said part <sup>1st</sup> 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 parties of the first part have hereunto set their hand the day and year first above written.

**STATE OF OKLAHOMA, TULSA COUNTY, ss.**

Before me, CW Grimes, a Notary Public in and for said County and State on this 14th day of June, A.D. 1912, personally appeared Earle H. Smith and M. W. Smith 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 free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires, Feb. 17th 1911 (Seal) W. W. Graves  
Notary Public  
**ASSIGNMENT.**

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_ of \_\_\_\_\_ County, in the State of Oklahoma, the within-named mortgagee in consideration of the sum of \_\_\_\_\_ and \_\_\_\_\_ 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 mortgagor... ha..... hereunto set ..... hand... this ..... day of .....

EXECUTED IN PRESENCE OF

This assignment was filed for record on the \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19\_\_\_\_, 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.