

MORTGAGE RECORD.

FROM

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 3 day
of March A. D. 1911, at 11 o'clock A. M.

Fees, \$.

N. C. Walkley
Register of Deeds.

By

Deputy.

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

THIS INDENTURE, Made this 1st day of January A. D. 1911, between J. F. Ayers and
Kate F. Ayers, his wife, of Tulsa County, in the State of
Oklahoma, of the first part, and M. A. Webb of Kansas City, Missouri County, in the State of
Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of Eight Hundred Seventy one and 32/100 Dollars (\$871.32),
the receipt of which is hereby acknowledged, do hereby 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 ten (10) Block one (1) in the Bliss Addition to the
city of Tulsa, Oklahoma, according to the recorded plat
thereof.

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 mortgages
had this day executed and delivered, and certain promissory notes in writing to said party of the second part, described as follows: which is a
Two notes in the sum of \$435.66 each, dated at Tulsa, Oklahoma
January 1st 1911, one payable July 1st 1911 and the other payable January
1st 1912, at the Exchange National Bank of Tulsa, Oklahoma, bearing
interest at the rate of eight per cent (8%) from date and further said
notes, if collected by an attorney or by legal proceedings, an
additional sum of ten per cent (10%) of the amount of the note
or notes as to be taxed as an attorney fee.
This mortgage is given subject and junior to a prior mortgage made
to the Farm & Home Savings and Loan Association

Now, if said parties of the first part shall pay or cause to be paid to said party of the second part, his heirs or assigns, said sum of money in the above-
described notes 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 party of the second part shall be entitled to the possession
of said premises. And the said parties of the first part for said consideration do hereby expressly waive an appraisal of said real estate and all benefit of the home-
stead 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, LINCOLN COUNTY, ss.

Before me, F. B. Hoyt, Notary Public
in and for said County and State on this 27 day of February, 1911, personally appeared
J. F. Ayers and Kate F. Ayers, his wife
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 April 28, 1912

F. B. Hoyt
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, ha hereunto set 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 M. Fee, \$.

Register of Deeds.

RECEIPT.

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

* This is further agreed by the parties of the first part that in event this mortgage is foreclosed by legal proceedings they are to pay an additional sum of ten per cent (10%) of the above named principal sum as attorney fee, the same to be taxed as cost and become due when the suit is filed.