

MORTGAGE RECORD.

FROM

TO

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 11 day of March A. D. 1911, at 2 o'clock P. M.

Fees, \$.

Register of Deeds.

By

Deputy.

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

THIS INDENTURE, Made this 10th day of March A. D. 1911, between Edward P. Biddings and Nettie P. Biddings and Julius H. Scharfenberg, a single man, of County, in the State of Oklahoma, of the first part, and H. A. Crummett of Sanduska, Ohio County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of One Thousand and 00/100 Dollars (\$1,000.00), the receipt of which is hereby acknowledged, do hereby by these presents grant, bargain, sell and convey unto said parties of the second part, his heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: The East two hundred and eighty (280) feet of lot one (1) two (2) three (3) four (4) and all of lot five (5) and six (6) in the Big Addition to the city of Tulsa, Oklahoma, according to the official plat thereof.

TO HAVE AND TO HOLD THE SAME unto the said parties 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 parties of the first part have executed and delivered their certain promissory note in writing to said parties of the second part, described as follows:

Two years after date, for value received we promise to pay to the order of H. A. Crummett one thousand dollars at Tulsa, Oklahoma with interest after date at the rate of ten (10) per cent per annum payable annually and if not paid at maturity and collected by an attorney or his legal proceedings an additional sum of ten percent on the amount of this note as attorney's fees.

Now, if said parties of the first part shall pay or cause to be paid to said parties 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 parties 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 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 and the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me,

B. N. Crummett

Notary Public

in and for said County and State on this 10th day of March, 1911, personally appeared Edward P. Biddings and Nettie P. Biddings and Julius H. Scharfenberg 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 Feb. 17, 1915.

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:

That, in consideration of the sum of _____ Dollars, 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.