

MORTGAGE RECORD.

COMPARED

FROM

David Carmichael
Melinda Carmichael
TO
Addie R. Everett

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 13 day
of March A. D. 1911, at 2:30 o'clock P. M.

Fee, \$.

H. C. Warkley
Register of Deeds.

By

Deputy.

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

THIS INDENTURE, Made this 13th day of March A. D. 1911, between David Carmichael and Melinda Carmichael of Tulsa County, in the State of Oklahoma, of the first part, and Addie R. Everett of Chicago, Ill., of the second part, of the second part:

WITNESSETH That said part of the first part, in consideration of Four Hundred and no/100 Dollars (\$400.00), the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part of the second part, her heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: Ten acres in the Southwest quarter (SW 1/4) of Section 18, Township 19, Range 13 East more particularly described as, beginning at a point 40 rods East of the Southwest corner of said Section 18, thence running East 40 rods, thence running North 40 rods, thence running West 40 rods, thence running South 40 rods to place of beginning; being a portion of lot 4 of said section 18 more particularly described as the S.E. 1/4 of the SW 1/4 of the SW 1/4 of said section 18.

TO HAVE AND TO HOLD THE SAME unto the said part of the second part, her 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 David Carmichael & Melinda Carmichael have this day executed and delivered their certain promissory note in writing to said part of the second part, described as follows: Tulsa, Oklahoma, March 13-1911. Two years after date for value received, I am on either of us promise to pay to the order of Addie R. Everett Four Hundred and no/100 Dollars at the office of Harvey B. Ballew, Tulsa, Okla. with interest at 10 percent per annum payable semi-annually, from date until paid. The interest if not paid when due to become as principal and bear interest, and in case this note is collected by an attorney or by legal proceedings we agree to pay an additional sum of ten percent on the amount of this note as attorney's fees. Signed David Carmichael Melinda Carmichael

Now, if said part of the first part shall pay or cause to be paid to said part of the second part, her 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 of the second part shall be entitled to the possession of said premises. And the said part 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 to part of the second part.

IN WITNESS WHEREOF, The said part of the first part has hereunto set hand the day and year first above written.

David Carmichael
Melinda Carmichael

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, Perry Collins Notary Public in and for said County and State on this 13th day of March 1911, personally appeared David Carmichael and Melinda Carmichael 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 12/19/11

Seal

Perry Collins

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:

That, of Tulsa 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 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.