

MORTGAGE RECORD.

COMPARED

FROM

Marie Leek

TO

Lydia Whitehead

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 21 day
of March A. D. 1911, at 1 o'clock P. M.

Fees, \$

Sect

H. E. Wakley

Register of Deeds.

By Deputy.

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

THIS INDENTURE, Made this 20th day of March A. D. 1911, between Marie Leek a single woman of Tulsa County, in the State of Oklahoma, of the first part, and Lydia Whitehead of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part of the first part, in consideration of One Hundred Fifty and no/100 Dollars (\$150.00), 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: Lots number sixteen (16) and seventeen (17) both in Block seventeen (17) in the Original townsite of Broken Arrow area.

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 Marie Leek has this day executed and delivered certain promissory note in writing to said part of the second part, described as follows:

Oct. 20-1911 after date due on either of us promise to pay to Lydia Whitehead on order One hundred fifty and no/100 dollars for value received, at the office of the Arkansas Valley State Bank of Broken Arrow Oklahoma, with interest after date at ten per cent per annum until paid and Twenty dollars as attorney's fee if placed in hands of an attorney for collection on suit is filed thereon. The maker and endorser hereby severally waive extend demand and notice of protest and non payment in case this note is not paid at maturity and agree to all extensions and partial payments before or after maturity without prejudice to holder.

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 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 of the first part has hereunto set her hand the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me,

A. M. Laws

Notary Public

in and for said County and State on this 20th day of March 1911, personally appeared Marie Leek a single woman and she executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires 2/23/1914 1911.

Seal

A. M. Laws

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 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.

(Seal) Marie Leek
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