

## MORTGAGE RECORD.

COMPARED

FROM

TO

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 27 day  
of Mar A. D. 1911, at 10<sup>50</sup> o'clock A. M.  
Fees, \$.....

Seal H. C. Wacker  
Register of Deeds.

By..... Deputy.

MORTGAGE OF REAL ESTATE—BAM, DODD WORTH BOOK CO., LEAVENWORTH, KAN. No. 10788

THIS INDENTURE, Made this 10th day of March A. D. 1911, between Eli Frew and Harriett m. Frew his wife of Tulsa County, in the State of Oklahoma, of the first part, and Cunningham & Bunch of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1st of the first part, in consideration of Two Hundred (200) Dollars (\$ 200), the receipt of which is hereby acknowledged, do..... by these presents grant, bargain, sell and convey unto said part 2nd of the second part, their heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: Lot seven (7) in Block Two in the Brady Heights Addition to the City of Tulsa, Oklahoma, Being the dwelling house lately conveyed by A. L. Lloyd to Santos Rein DOLLARS,

TO HAVE AND TO HOLD THE SAME unto the said part 2nd of the second part, their heirs and assigns, together with all and singular the tenements, hereditaments and appurtenances therunto belonging, or in anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas said Eli Frew and Harriett m. Frew have this day executed and delivered their certain promissory note, in writing to said part 2nd of the second part, described as follows:

\$300.00 on or before one year after date for value received in or either of us promise to pay to the order of Cunningham & Bunch Two Hundred dollars at their office with interest at the rate of 10 per cent per annum payable annually from date until paid. The interest if not paid when due to become as principal and the same rate of interest and in case this note is collected by an attorney or legal proceedings we agree to pay an additional sum of ten percent on the amount of this note as attorney fees.

Signed by Eli Frew and Harriett m. Frew

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

Eli Frew  
Harriett m. Frew

## STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, B. F. Rettus a Notary Public in and for said County and State on this 10th day of March 1911, personally appeared Eli Frew and Harriett m. Frew 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 Sept. 12th 1912 Sec B. F. Rettus

## 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..... 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 mortgagee ha..... hereunto set..... hand this..... day of..... 19.....

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..... and..... DOLLARS, in full satisfaction of the within mortgage.

For value received, I acknowledge satisfaction and payment in full of the within mortgage, and same is hereby released.

Cunningham & Bunch By B. F. Rettus Notary Public

Signed and acknowledged before me on Dec. 27-1911 H. C. Wacker Register of Deeds