

MORTGAGE RECORD.

FROM

State of Oklahoma, Tulsa County, ss.

COMPARED

TO

This instrument was filed for record on the 28th day of March, A. D. 1911, at 8 o'clock P. M.Fees, \$ Seal H. C. W. Seelye
Register of Deeds.

By Deputy.

MORTGAGE OF REAL ESTATE.—BANK NOTEWORTH BOOK CO., LEAVENWORTH, KAN. No. 10753

THIS INDENTURE, Made this 28th day of March, A. D. 1911, between O. M. Smith a single man of Tulsa County, in the State of Oklahoma, of the first part, and E. M. Faye of Sequoyah County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part y of the first part, in consideration of One Hundred Three and 50/100 Dollars (\$103.50), the receipt of which is hereby acknowledged, do hereby present grant, bargain, sell and convey unto said part y of the second part, y heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: Part of lot Six (6) in Block Forty seven (47) of the original plat of the Town of Tulsa area, said lot being the part on which there is located one two story sheet iron building with wooden front, said building number 107 1/2 and located on North Greenwood Street.

TO HAVE AND TO HOLD THE SAME unto the said part y of the second part, y 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 O. M. Smith has this day executed and delivered his certain promissory note in writing to said part y of the second part, described as follows: \$103.50 Sallisaw area, Mar. 28, 1911, on or before May 1st after date 2 years to pay to the order of E. M. Faye One Hundred and Three 50/100 dollars for value received negotiable and payable without deduction or discount and with interest from date at the rate of 10 per cent per annum and if interest be not paid annually to become as principal and bear the same rate of interest every six months — O. M. Smith

Now, if said part y of the first part shall pay or cause to be paid to said part y of the second part, y 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 y of the second part shall be entitled to the possession of said premises. And the said part y 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 his hand the day and year first above written.

Sequoyah
STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, Geo. K. Hannah, Notary Public in and for said County and State on this 28th day of March, 1911, personally appeared O. M. Smith a single man to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires Sept. 27th 1913.

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of the sum of Dollars, in the State of Oklahoma, the within-named mortgage 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 his 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 P. M. Fee, \$

Register of Deeds.

RECEIPT.

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