

MORTGAGE RECORD.

COMPALED

FROM

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 31 day
of Mar A. D. 1911, at 9 o'clock A M.

Fees, \$.

Sec H. C. Wexley
Register of Deeds.By Deputy.

MORTGAGE OF REAL ESTATE.—BAIL BODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 19788

THIS INDENTURE, Made this 30 day of March A. D. 1911, between Mattie A. Slatt (nee Simmitt) and R. W. Slatt her husband of Tulsa County, in the State of Oklahoma, of the first part, and F. S. Gray of Missouri County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1 of the first part, in consideration of Five Hundred Dollars (\$ 500.00), the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 2 of the second part, his heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

Lot six and seven of block fifty seven, according to the survey and plat of the town of Tulsa, in the above named County and State

DOLLARS,

TO HAVE AND TO HOLD THE SAME unto the said part 2 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 First Parties have this day executed and delivered their certain promissory note, in writing to said part 2 of the second part, described as follows:

March 30, 1911, on or before July 11th, 1911 after date for value received we or either of us promise to pay to the order of F. S. Gray, Five Hundred dollars at the office of B. F. Pettus, with interest at the rate of eight per cent per annum, payable annually from date till paid. The interest if not paid when due to become as principal and bear the same rate of 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 Mattie A. Slatt (nee Simmitt) and R. W. Slatt

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

Mattie A. Slatt nee Simmitt
R. W. Slatt

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, B. F. Pettus a Notary Public in and for said County and State on this 30 day of March, 1911, personally appeared Mattie A. Slatt, nee Simmitt, and R. W. Slatt her husband 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 September 12, 1912 (Seal) B. F. Pettus

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 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 and DOLLARS, in full satisfaction of the within mortgage.