

MORTGAGE RECORD.

COMPARED

FROM

TO

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 1st day of April A. D. 1911, at 2 o'clock P. M.

Fees, \$

Swp

H. C. Wacker

Register of Deeds.

By

Deputy.

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

THIS INDENTURE, Made this 1st day of April

A. D. 1911

between

Claude Thompson
Oklahoma, of the first part, and
Oklahoma, of the second part:

of Williams Glen

County, in the State of

of

County, in the State of

WITNESSETH, That said part 1 of the first part, in consideration of

Nineteen hundred and Twenty

Dollars (\$ 1920 —),

the receipt of which is hereby acknowledged, do hereby by these presents grant, bargain, sell and convey unto said part 1 of the second part, his heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

The south half of the southwest quarter of section eight, and the northeast quarter of the southwest quarter and the southwest quarter of the northeast quarter of the southeast quarter of section seven Township Twenty North Range Thirteen East, This conveyance is made subject to three mortgages covering all or parts of said land, one for one hundred and thirty dollars dated Aug. 18th and extended to Nov. 1st 1913 bearing 8% interest, by J. M. Wiley to George Rhine and for \$1100.00 dated Sept. 1908 also Nov. 1st 1913 with interest at 8% payable annually, by J. M. Wiley to George Rhine and for \$2500.00 dated Dec. 16th 1910 also Nov. 1st 1913 with 7% interest payable annually, by A. E. Farza and E. F. Farza to Edwin A. Wally. This mortgage is given to secure a part of the purchase price of lands above described.

TO HAVE AND TO HOLD THE SAME unto the said part 1 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 Claude Thompson

has this day executed and delivered his certain promissory note, in writing to said part 1 of the second part, described as follows:

\$1920 — March 31st 1911 June 20th 1911 for value received I promise to pay to the order of A. E. Farza nineteen hundred and twenty (\$1920.00) dollars at the National Bank of Commerce of Tulsa, Okla. with interest at the rate of 10% per cent per annum payable annually from maturity until paid. The interest is not paid when due to become a principal and when the same rate of interest is paid in cash this note is collected by an attorney on my legal proceeding I agree to pay an additional sum of ten percent on the amount of this note as attorney fees. This note is non negotiable and payable at the close bank and I agree to secure receipts for interest due on 3 mortgages described in deed of conveyance of certain lands to the maker of this note with date 16th 1910 and any amount of interest shown to be due prior to said date may be retained out of this note.

Now, if said part 1 of the first part shall pay or cause to be paid to said part 1 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 1 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 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 1 of the first part has hereunto set his hand, the day and year first above written.

Claude Thompson

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, W. B. Bunch

a Notary Public

in and said County and State on this 1st day of April, 1911, personally appeared

Claude Thompson

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 Mar. 24th 1915

W. B. Bunch

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

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 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 M. Fee, \$

Register of Deeds.

RECEIPT.

\$ Received of 19

the within-named mortgagor the sum of

and DOLLARS,

in full satisfaction of the within mortgage.