

MORTGAGE RECORD.

FROM

TO

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 12 day
of April A. D. 1911, at 3 45 o'clock P. M.

Fees, \$.

Seal H. C. Waskley
Register of Deeds.

By Deputy.

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

THIS INDENTURE, Made this 8th day of April A. D. 1911, between F. A. Summer and Kate Summer of Tulsa County, in the State of Oklahoma, of the first part, and L. E. Man of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of \$200.00 Two hundred

Dollars (\$),

the receipt of which is hereby acknowledged, do hereby present grant, bargain, sell and convey unto said part of the second part, his heirs and assigns, the following-described Real Estate, situated in the city of Tulsa County, and State of Oklahoma, to-wit: the lot (13) situated in Block (26) twenty six (26) in the Queen Addition to the City of Tulsa Oklahoma according to the amended plat thereof dated April 25th 1907 and duly filed for record DOLLARS,

TO HAVE AND TO HOLD THE SAME unto the said part 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 party has this day executed and delivered a certain promissory note in writing to said part of the second part, described as follows: Tulsa Oklahoma April 8th 1911, \$200.00 90 days after date after date we or either each as principals promise to pay L. E. Man Two hundred dollars for value received negotiable and payable at the Colonial Trust Co. Tulsa Oklahoma with interest at the rate of 2% per cent until paid the makers, signers and endorser severally waive presentation for payment notice of non payment protest and notice and further consent to any renewal or extension without further notice they also agree to pay a reasonable attorney fee if this note is collected by an attorney or by legal proceedings

Now, if said part of the first part shall pay or cause to be paid to said part 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 party 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 their hands the day and year first above written.

F. A. Summer
Kate Summer

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, Anne M. Hilliard a Notary Public in and for said County and State on this 10 day of April 1911, personally appeared F. A. Summer and Kate Summer his wife to me known to be the identical person 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 Dec 13 1914 Seal Anne M. Hilliard

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 19

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.