

MORTGAGE RECORD.

COMPARE

FROM

TO

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 28 day
of Apr, A. D. 1911 at 11:55 o'clock A.M.

Fees, \$,
Seal *H. C. Wackley*
 Register of Deeds.

Bill *Deputy*

MORTGAGE OF REAL ESTATE.—BANK, DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 10788

THIS INDENTURE, Made this 22nd day of April, A. D. 1911, between Thomas A. Brew of Tulsa County, in the State of Oklahoma, of the first part, and Josephine B. Lawrence of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1/4 of the first part, in consideration of Twenty three hundred Dollars (\$ 2300.00), the receipt of which is hereby acknowledged, do es by these presents grant, bargain, sell and convey unto said part y of the second part, her heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

Fifty (50) feet east and west by one hundred (100) feet north and south off of the east end of lot three (3) in Block One hundred and five (105) of the city of Tulsa according to the second plat thereof more particularly described as commencing at the southeast corner of lot three (3) in said block (105) thence running west along the south line Block 105 a distance of fifty feet, thence running north at right angles to south line of said block 105 a distance of 1.00 feet to the north line of said lot 3 thence east parallel with south line of said block a distance of 50 feet to the east line of said lot thence south on and along the east line of said block a distance of 1.00 feet to the place of beginning, being otherwise known as the steel building at the corner of said lot 3 and Block 105 in the city of Tulsa aforesaid.

TO HAVE AND TO HOLD THE SAME unto the said part y of the second part, her 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 Emma A. Sheer has this day executed and delivered her certain promissory note in writing to said part 4 of the second part, described as follows: In the sum of \$2300⁰⁰ due on or before 30 days after date payable at the Colonial Trust company at Tulsa, Oklahoma. With interest at eight percent per annum from maturity and providing for the payment of \$10⁰⁰ and ten percent of the amount remaining unpaid as attorney fees if not paid, and further whereas said first party did execute and deliver to said second party on or about 11, 1909 one promissory note in the sum of fifteen thousand seven hundred (\$15,700⁰⁰) dollars due one year after date, together with two coupon interest notes of \$548⁰⁰ each due respectively six and twelve months after the date thereof and providing for a ten per cent attorney fee, all of which said notes severally waive presentment and demand of payment, notice of non payment protest and notice of protest, and extension of time for payment.

Now, if said part 1/3 of the first part shall pay or cause to be paid to said part 1/3 of the second part, John 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 1/3 of the second part shall be entitled to the possession of said premises. And the said part 1/3 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 party of the first part has hereunto set her hand the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, J. P. Aris Notary Public
in and for said County and State on this 27th day of April, 1914, personally appeared
Emma Hunt and
known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as
her free and voluntary act and deed for the uses and purposes therein set forth.
My commission expires May 19, 1914.
Seal J. P. Aris 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 _____ DOLLARS, to _____ and _____ 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 _____ hereunto set _____ hand this _____ day of _____

EXECUTED IN PRESENCE OF

This assignment was filed for record on the day of A. D. 19....., at.....
o'clock..... M., For, \$.....

Register of Deeds.

RECEIPT.

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