

MORTGAGE RECORD.

COMPARED

FROM

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 3 day of May A. D. 1911, at 7 o'clock A. M.

Fees, \$

By

Deputy.

Register of Deeds.

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

THIS INDENTURE, Made this 20th day of April A. D. 1911, between William H. Harrison and Annie Harrison his wife of Flathead County, in the State of Montana, of the first part, and The Arkansas Valley State Bank of Broken Arrow, Tulsa County, in the State of Oklahoma, of the second part;

WITNESSETH, That said parties of the first part, in consideration of \$222.50 Dollars (\$222.50), the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto said parties of the second part, their heirs and assigns, the following-described Real Estate, situated in Broken Arrow, Tulsa County, and State of Oklahoma, to-wit: Lots numbered One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7) and Eight (8) in a Block numbered seventy-three (73) in the original townsite of Broken Arrow, Oklahoma. DOLLARS;

TO HAVE AND TO HOLD THE SAME unto the said parties of the second part, their 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 William H. Harrison and Annie Harrison, his wife, have this day executed and delivered one certain promissory note in writing to said parties of the second part, described as follows:

Broken Arrow, Oklahoma, March 23, 1911, \$222.50, December 23, 1911 after date, do we or either of us promise to pay to The Arkansas Valley State Bank of Broken Arrow, Oklahoma, Twelve hundred twenty-two and 50/100 Dollars for value received at its banking office in Broken Arrow, Oklahoma, with interest after maturity at ten per cent per annum until said sum and Thirty Dollars as attorney's fee if placed in the hands of an attorney for collection, or suit is filed thereon. The makers and endorser hereby severally waive protest, demand and notice of protest and non-payment in case this note is not paid at maturity and agree to all extensions and

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

Montana, Flathead
STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, T. B. Browning, Notary Public, in and for said County and State on this 27th day of April 1911, personally appeared William H. Harrison and Annie Harrison 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 March 24 1913 Seal

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:

That I, T. B. Browning, of Tulsa County, in the State of Oklahoma, the within-named mortgage, in consideration of the sum of \$222.50 DOLLARS, to me in hand paid, the receipt whereof is hereby acknowledged, do hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto the within-named mortgagee, their 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 have hereunto set their hand this 27th day of April 1911.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 27th day of April A. D. 1911, at 7 o'clock P. M. Fee, \$

Register of Deeds.

RECEIPT.

Received of \$222.50 the within-named mortgagor the sum of \$222.50 DOLLARS, in full satisfaction of the within mortgage.

Partial payment before or after maturity without prejudice to holder
Wm H Harrison
Annie Harrison
Dec 23 1911
T. B. Browning, Mont