

# MORTGAGE RECORD.

7

COMPARED

FROM

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 26 day of May A. D. 1912, at 4:05 o'clock P. M.

Fees, \$

J. H. Walsley

Register of Deeds

By

Deputy.

MORTGAGE OF REAL ESTATE.—BANK BOOK CO., LEAVENWORTH, KAN. No. 10783

THIS INSTRUMENT, Made this 26th day of May A. D. 1912, between L. A. Vandaveer and his wife, F. M. Lewis of Tulsa, Oklahoma, of the first part, and

Seventeen Hundred (\$1700.00) Dollars (\$1700.00), the receipt of which is hereby acknowledged, do hereby these presents grant, bargain, sell and convey unto said party of the second part, his heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

Lot Thirteen (13) in Block Twenty Four (24) in Owen Addition to the City of Tulsa, Oklahoma, according to the amended plat thereof. This mortgage is made subject to a mortgage of Five Hundred Dollars given by F. M. Lewis to Alice J. Barrows as shown of record on Book 11 at page No. 3 of the mortgage records of Tulsa County, Oklahoma.

TO HAVE AND TO HOLD THE SAME unto the said party 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 L. A. Vandaveer has this day executed and delivered this certain promissory note in writing to said party of the second part, described as follows:

For value received I promise to pay to F. M. Lewis or order Seventeen Hundred Dollars (\$1700.00) at the office of the Bank of Commerce in Kansas City, Mo. with eight per cent interest from date. Said principal and interest to be paid due and payable in the manner following to-wit: Sixty Eight Dollars (\$68.00) interest on or before November the 26th 1910 and Thirty Dollars (\$30.00) for month to be applied on the principal due and payable on the 26th day of each succeeding month thereafter until said sum of Seventeen Hundred Dollars (\$1700.00) is fully paid. Interest to be computed and payable.

Now, if said party of the first part shall pay or cause to be paid to said party 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 party 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, by cause of foreclosure of this mortgage a reasonable sum to be paid by the party of the first part to the party of the second part from said first party's own attorney fees and shall be included in the IN WITNESS WHEREOF, The said party of the first part have hereunto set hand and the day and year first above written.

L. A. Vandaveer  
Mrs. L. M. Vandaveer

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, James B. Rucker

Notary Public

and for said County and State on this 21st day of May 1912, personally appeared L. A. Vandaveer and his wife, F. M. Lewis, known to me 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 April 19, 1913

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS: That of Tulsa County, in the State of Oklahoma, the within-named mortgage in consideration of the sum of 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 ha hereunto set hand this day of 1912.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the day of A. D. 1912, at o'clock. M. Fee, \$

Register of Deeds.

RECEIPT.

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

\* on all sums falling due every six months up to time of maturity on all sums not paid. This note is secured by mortgage on real estate in the City of Tulsa, Oklahoma. A default in the payment of any of the principal or interest payments shall constitute a breach of the conditions of the mortgage. The mortgagee shall have the right to foreclose and sell the property in full satisfaction of the debt and interest thereon. All payments shall be made to the mortgagee or to the order of the mortgagee.

When foreclosing this mortgage.