

MORTGAGE RECORD

SAML DODD WORTH BOOK CO., LEAVENWORTH, KAN. No. 21051

MORTGAGE OF REAL ESTATE

THIS INDENTURE, Made this 5th day of April, A. D. 1911, between R. M. Purpus & Ada E. Purpus his wife of Tulsa County, in the State of Oklahoma, of the first part, and J. H. Simmons Trustee of Tulsa, Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of Seven Hundred Dollars (\$ 700.00), the receipt of which is hereby acknowledged, do... by these presents grant, bargain, sell and convey unto said part... of the second part, his heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: Beginning fifty (50) feet south of the Northeast corner of Block 177, in the original town of Tulsa, thence running 22 9/10 feet, thence in a northwesterly direction a distance of 127 feet, thence in a northerly direction and paralleling Denbow Avenue a distance of 30 1/2 feet, thence in an Easterly direction a distance of 127 feet and parallel with Seventh Street to the beginning according to above plat.

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 R. M. Purpus & Ada E. Purpus his wife ha... this day executed and delivered... certain promissory note... in writing to said part... of the second part, described as follows:

\$700.00 Tulsa, Oklahoma April 5th 1911
Four months after date for value received, I promise to pay to the Adm. of First National Bank of Tulsa, Okla. Seven Hundred Dollars at its Banking House in Tulsa, Oklahoma with interest at ten per cent, per annum after maturity. The principal, interest, and guarantors of this note hereby severally waive presentment and demand of payment, notice of non-payment, protest and notice of protest, and extension of time of payment, interest on this note to be paid annually and if not paid when due to bear interest at the rate specified for the principal. If this note is not paid when due and is collected by an attorney or by suits, principal, interest and endorser agree to pay an attorneys fee.

Now, if said parties 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. 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... 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 appraisal 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 hands the day and year first above written.

Roy H. Purpus

Ada E. Purpus

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, J. H. Simmons Notary Public in and for said County and State, on this 5th day of April, 1911, personally appeared Roy H. Purpus and Ada E. Purpus his wife to me known 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 May 29 1913 - 10 (See 1.) J. H. Simmons Notary Public

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That the of the County, in the State of Oklahoma, the within-named mortgage in consideration of the sum of 700 DOLLARS, to the in hand paid, the receipt whereof is hereby acknowledged, do... hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto his 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 mortgage... ha... hereunto set their hands this 5th day of April, 1911.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 5th day of May, A. D. 1911, at 9 o'clock M. Fee, \$... Register of Deeds.

RECEIPT

Received of the the within-named mortgagor... the sum of 700 DOLLARS, in full satisfaction of the within mortgage.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

This instrument was filed for record on the 5th day of May, A. D. 1911, at 9 o'clock A. M. Fees, \$... By Leal Deputy. H. B. Walkley Register of Deeds.

7 for the collection of same of Ten Dollars and ten per cent of the amount remaining unpaid
R. M. Purpus
Ada E. Purpus
Copy