

MORTGAGE RECORD

MORTGAGE OF REAL ESTATE

THIS INDENTURE, Made this 1st day of May, A. D. 1911, between Tom Tate & wife Mollie of Tulsa County, in the State of Oklahoma, of the first part, and L D Mann Sr of Tulsa County, in the State of Oklahoma, of the second part;

WITNESSETH, That said part 1st of the first part, in consideration of Four Hundred and sixty Dollars (\$ 460), the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 2nd of the second part, his heirs and assigns, the following described Real Estate, situated in Tulsa and Creek County, and State of Oklahoma, to-wit: all of lot (14) block twenty-five (25) in Division addition to the city of Tulsa and lots (13) and (14) in Block (11) and lot (11) in Block (4) Packing Plant add to the city of Sapulpa, Oklahoma DOLLARS,

This mortgage is subject to part of the purchase price now paid on said lots in Packing Plant add to Sapulpa, Okla

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 Tom Tate and wife Mollie have this day executed and delivered their certain promissory note in writing to said party of the second part, described as follows:

cash \$460 Tulsa, Oklahoma, 5/1/1911 No Due 5/1/12
House One year after date we or either of us, each as principal, promise to
Mortgage pay to the order of L D Mann Sr, four hundred and sixty dollars, for value
Vehicle received, negotiable and payable at the Oklahoma State Bank, Tulsa, Oklahoma
Horse with interest at ten per cent per annum from maturity until paid. The
Corn makers, signers and endorses, each severally, waive presentation for payment
Cotton notice of non payment, protest and notice, and further consent to any renewal
PO City or extension without further notice. They also agree to pay a reasonable
Business Trust attorney's fee if this note is collected by an attorney or by legal proceedings.

Now, if said part 1st of the first part shall pay or cause to be paid to said part 2nd 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 part 2nd of the second part shall be entitled to the possession of said premises. And the said part 1st 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 party of the first part have hereunto set their hand and day and year first above written.

Tom Tate

Mollie Tate

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, J Stewart Pearce Notary Public
in and for said County and State, on this 2d day of April, 1911, personally appeared Tom Tate and Mollie Tate,
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 January 17 1915 (exp) J Stewart Pearce Notary Public

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That Tom Tate of Tulsa County, in the State of Oklahoma, the within-named mortgagor, in consideration of the sum of 460 Dollars, to Mollie Tate 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 mortgagee have hereunto set their hand this 2d day of April, 1911.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 10 day of May, A. D. 1911, at 9 o'clock AM, Fee, \$1.00, Register of Deeds.

RECEIPT

S. 460 Received of Tom Tate the within-named mortgagor the sum of 460 Dollars, in full satisfaction of the within mortgage.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

This instrument was filed for record on the 10 day of May, A. D. 1911, at 9 o'clock AM. Fees, \$1.00. By (real) H E Nalley Register of Deeds.