

MORTGAGE RECORD

SAML DODD WORTH BOOK CO., LEAVENWORTH, KAN. No. 21054

MORTGAGE OF REAL ESTATE

THIS INDENTURE, Made this 1st day of May, A. D. 1911, between Martha E. Smith and J. N. Smith, her husband of Tulsa County, in the State of Oklahoma, of the first part, and Merchants & Planters Bank of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1st of the first part, in consideration of seven hundred and no/100 Dollars (\$ 700.00), the receipt of which is hereby acknowledged, do... by these presents grant, bargain, sell and convey unto said part 2d of the second part, its successors heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

All of that part of lot two (2) in block one hundred ninety nine (199) in the original town of Tulsa (19) Oklahoma, commencing at a point 20.3 feet southeast on the line of South Detroit Ave. from the northwesterly corner of block 199 thence 43 feet southeasterly with the east line of said Detroit Ave. to a stake, thence at right angles northeasterly to the East line of said block 199 thence north on East line of said block 21.5 feet, more or less thence southeasterly to the place of beginning. The main body of the tract of land described to be 43 feet wide at all points excepting where line is not run at right angles

TO HAVE AND TO HOLD THE SAME unto the said part 2d of the second part, its successors 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 Martha E. Smith and J. N. Smith have this day executed and delivered in certain promissory note in writing to said part 2d of the second part, described as follows:

One note dated May 1-1911 due August 1-1911 for seven hundred and no/100 dollars, bearing 10% per annum from maturity.

Now, if said part 1st of the first part shall pay or cause to be paid to said part 2d of the second part, its successors 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 2d 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, Tulsa County.

IN WITNESS WHEREOF, The said part 1st of the first part have hereunto set their hands the day and year first above written.

Martha E. Smith
J. N. Smith

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, Robert E. Lynch Notary Public in and for said County and State, on this 8 day of May, 1911, personally appeared Martha E. Smith and J. N. Smith her husband 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 6/29 1914 (exp) Robert E. Lynch Notary Public

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS: That Martha E. Smith and J. N. Smith of Tulsa County, in the State of Oklahoma, the within-named mortgagor, in consideration of the sum of 700.00 DOLLARS, to Merchants & Planters Bank in hand paid, the receipt whereof is hereby acknowledged, do hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto Merchants & Planters Bank 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 mortgagor, ha... hereunto set their hands this 8 day of May, 1911.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 10 day of May, A. D. 1911, at 10 o'clock M. Fee, \$50 Register of Deeds.

RECEIPT

Received of Martha E. Smith and J. N. Smith the within-named mortgagor, the sum of 700.00 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 10 o'clock A. M. Fees, \$50 By H. C. Malley Deputy. Register of Deeds.

Abstract and of file tract