

MORTGAGE RECORD

RAMEL DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 21054

MORTGAGE OF REAL ESTATE

THIS INDENTURE, Made this 16th day of May, A. D. 1911, between C. F. Laizure & C. P. Laizure his wife of Tulsa, Tulsa County, in the State of Oklahoma, of the first part, and J. D. Evans, Trustee, First National Bank of Tulsa, Tulsa County, in the State of Oklahoma, of the second part.

WITNESSETH, That said part 1st of the first part, in consideration of Fifteen Hundred Dollars (\$ 1500.00), the receipt of which is hereby acknowledged, do sell by these presents grant, bargain, sell and convey unto said part 2d of the second part, his heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

The north forty-two and one half (42 1/2) feet of Lot Four (4) Block Four (4) in the Friend Addition to the city of Tulsa, Oklahoma.

TO HAVE AND TO HOLD THE SAME unto the said part 2d 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 C. F. Laizure & C. P. Laizure his wife have this day executed and delivered their certain promissory note in writing to said part 1st of the second part, described as follows: \$1500.00 Tulsa, Oklahoma, May 15, 1911, one year after date for value received, I promise to pay to the order of J. D. Evans, Trustee, First National Bank of Tulsa at First National Bank of Tulsa, Oklahoma, Fifteen Hundred Dollars with interest at 8 per cent per annum from date payable semi-annually. The principal and interest and guarantors of this note hereby severally waive presentment and demand of pay ment; notice of non-pay ment; protest and notice of protest and extension of time of pay ment; interest on this note to be paid annually and if not paid when due to bear the rate specified for the principal.

Now, if said part 1st of the first part shall pay or cause to be paid to said part 2d 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 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 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 part 1st of the first part have hereunto set their hand the day and year first above written.

C. F. Laizure
Mrs. C. P. Laizure

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, J. D. Evans, Notary Public, in and for said County and State, on this 17th day of May, 1911, personally appeared C. F. Laizure and Mrs. C. P. Laizure 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 Jan 31st 1913 J. D. Evans Notary Public

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That in the State of Oklahoma, the within-named mortgage in consideration of the sum of 1500.00 Dollars, to 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 has hereunto set hand this 17th day of May, 1911.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 17th day of May, A. D. 1911, at 10 o'clock M. Fee, \$ 1.00 Register of Deeds.

RECEIPT

Received of the within-named mortgagor the sum of 1500.00 Dollars, in full satisfaction of the within mortgage.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

This instrument was filed for record on the 17th day of May, A. D. 1911, at 10 o'clock A. M. Fees, \$ 1.00

By Real Deputy H. C. H. H. H. Register of Deeds.

If this note is not paid when due and is collected by an attorney or by such, principals, sureties and endorser agree to pay an attorney's fee for the collection of same of ten dollars and ten per cent of the amount remaining unpaid.