

## MORTGAGE RECORD

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

## MORTGAGE OF REAL ESTATE

THIS INDENTURE, Made this 5<sup>th</sup> day of April, A. D. 1911, between W. S. Fears of Tulsa County, in the State of Oklahoma, of the first part, and The Arkansas Valley State Bank of Broken Arrow, Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1<sup>st</sup> of the first part, in consideration of six hundred eighty five (\$685.00) and no Dollars (the receipt of which is hereby acknowledged, done by these presents grant, bargain, sell and convey unto said part 2<sup>d</sup> of the second part, its successors and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: The sweet 35 and 69.00 acres of Lot 3 in Section 33 Township 18 North, Range 13 East of the Indian Base and Meridian DOLLARS,

TO HAVE AND TO HOLD THE SAME unto the said part 2<sup>d</sup> of the second part, its successors 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 W. S. Fears has this day executed and delivered and certain promissory note in writing to said part 2<sup>d</sup> of the second part, described as follows:

Broken Arrow, Oklahoma April 5-1911 \$685.00  
May 5-1911 after date, or on either of us promise to pay to The Arkansas Valley State Bank of Broken Arrow, Oklahoma or order, six hundred eighty five (\$685.00) dollars for value received at its banking office in Broken Arrow, Oklahoma with interest after maturity at ten per cent per annum until paid and fifty Dollars for attorney fee if placed in the hands of an attorney for collection or suit is filed thereon. This promise and conditions hereby severally waives protest, demand and notice of protest and

Now, if said part 1<sup>st</sup> of the first part shall pay or cause to be paid to said part 2<sup>d</sup> of the second part, its successors and 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 2<sup>d</sup> of the second part shall be entitled to the possession of said premises. And the said part 1<sup>st</sup> of the first part for said consideration do hereby expressly waive an abatement 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 1<sup>st</sup> of the first part has his hand the day and year first above written.

W. S. Fears

## STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, A. M. Laws Notary Public, in and for said County and State, on this 5<sup>th</sup> day of April, 1911, personally appeared W. S. Fears and

to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires February 23<sup>rd</sup> 1914 A. M. Laws Notary Public

## ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That W. S. Fears of Tulsa County, in the State of Oklahoma, the within-named mortgagor, in consideration of the sum of no Dollars, to the Arkansas Valley State Bank of Broken Arrow, Tulsa County, 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 has hereunto set his hand this 5<sup>th</sup> day of April, 1911.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 22<sup>nd</sup> day of May, A. D. 1911, at 8 o'clock A. M. Fee, \$1.00 Register of Deeds.

## RECEIPT

S. Received of W. S. Fears the within-named mortgagor, the sum of no Dollars, in full satisfaction of the within mortgage.

## STATE OF OKLAHOMA, TULSA COUNTY, ss.

This instrument was filed for record on the 22<sup>nd</sup> day of May, A. D. 1911, at 8 o'clock A. M. Fees, \$1.00

By W. S. Fears Deputy. A. M. Laws Register of Deeds.

# now: pay agent in case this note is not paid at maturity and agree to all its terms and conditions and partial payments to be made at maturity without prejudice to holder