

MORTGAGE RECORD

MORTGAGE OF REAL ESTATE

THIS INDENTURE, Made this 29th day of December, A. D. 1910, between H. S. Fears of Tulsa County, in the State of Oklahoma, of the first part, and The Arkansas Valley State Bank of Broken Arrow of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1 of the first part, in consideration of Fifty hundred twenty-five Dollars (\$525.00), the receipt of which is hereby acknowledged, do sell by these presents grant, bargain, sell and convey unto said part 2 of the second part, its successors heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: The south half of the Northwest quarter and the Northwest quarter of the Northeast quarter and the Southeast quarter of the Northwest quarter of Section Eight (8) Township Seventeen (17) North, Range 14 East, of the Indian Base and Meridian

TO HAVE AND TO HOLD THE SAME unto the said part 2 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 H. S. Fears has on this day executed and delivered one certain promissory note in writing to said part 2 of the second part, described as follows:

Broken Arrow, Oklahoma, December 29, 1910. \$1525.00
January 29-1911, after date, I, we, or either of us promise to pay to
The Arkansas Valley State Bank of Broken Arrow, Oklahoma or order,
Fifty hundred twenty-five and no/100 Dollars for value received,
at its banking office in Broken Arrow, Oklahoma with interest
after date at ten per cent per annum until paid and one
hundred Dollars as attorney fee, if placed in the hands of an
attorney for collection or suit is filed thereon. The maker
and endorsers hereby severally waive protest, demand and notice.

Now, if said part 1 of the first part shall pay or cause to be paid to said part 2 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 2 of the second part shall be entitled to the possession of said premises. And the said part 1 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 part 1 of the first part has his hand the day and year first above written.

H. S. Fears

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, N. M. Laws Notary Public, in and for said County and State, on this 29th day of December, 1910, personally appeared H. 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 2/23/1914 in shall N. M. Laws Notary Public

KNOW ALL MEN BY THESE PRESENTS:

That in the State of Oklahoma, the within-named mortgagor in consideration of the sum of 525.00 Dollars, to him in hand paid, the receipt whereof is hereby acknowledged, do hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto its successors 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 his hand this 29th day of December, 1910.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 29th day of December, A. D. 1910, at 10 o'clock M. Fee, \$1.00 Register of Deeds.

RECEIPT

Received of H. S. Fears the within-named mortgagor the sum of 525.00 Dollars, in full satisfaction of the within mortgage.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

This instrument was filed for record on the 29th day of May, A. D. 1911, at 8 o'clock A.M. Fee, \$1.00

By Lead Deputy, H. H. Halley Register of Deeds.

of protest and non-payment in case this note is not paid at maturity and after all extensions and partial pay made before or after maturity without prejudice to holder
 H. S. Fears
 Copy
 Jan 29-1911
 P. A. City