

MORTGAGE RECORD

MORTGAGE OF REAL ESTATE

THIS INDENTURE, Made this 24 day of May, A. D. 1911, between J. H. Fowler and Florine Webb of Tulsa County, in the State of Oklahoma, of the first part, and Gordon and Cleary of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1st of the first part, in consideration of One Thousand Dollars (\$ 1000.00), the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 2d of the second part, their heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

Lot 16 Block 36 Owens Addition to the city of Tulsa and the north 41.4 feet of Lot 15 and the South 8.6 feet of Lot 14, both in Block 13 Owens Addition to the city of Tulsa according to the official plat thereof DOLLARS.

TO HAVE AND TO HOLD THE SAME unto the said part 2d of the second part, their 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 J. H. Fowler & Florine Webb have this day executed and delivered a certain promissory note in writing to said part 1st of the second part, described as follows:

\$1,000.00 Tulsa, Oklahoma May 24-1911 (1911)
Twenty days after date for value received, I promise to pay to the order of Gordon and Cleary at First National Bank of Tulsa Oklahoma One Thousand Dollars with interest at 8 per cent per annum from maturity - after - The principals, endorser
sureties and guarantors of this note hereby severally waive present -
ment and demand of payment, notice of non payment, protest and
notice of protest and extension of time of payment, interest

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

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

J. H. Fowler
Florine Webb
W. H. Webb

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, Irene Hale, a Notary Public in and for said County and State on this 24th day of May, 1911, personally appeared J. H. Fowler and Florine Webb & W. H. Webb 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 May 8th 1915 Irene Hale

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS: That in the State of Oklahoma, the within-named mortgage in consideration of the sum of 1000.00 DOLLARS, to 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 mortgage ha hereunto set hand this 24 day of May, 1911.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 24 day of May, A. D. 1911, at 3:10 o'clock P. M. Fee, \$ 1.00 Register of Deeds.

RECEIPT

Received of the within-named mortgagee the sum of 1000.00 DOLLARS, in full satisfaction of the within mortgage.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

This instrument was filed for record on the 24 day of May, A. D. 1911, at 3:10 o'clock P. M. Fees, \$ 1.00 By H. B. Talkley Deputy Register of Deeds.

* on this note to be paid annually and if not paid when due to bear interest at the same rate specified for the principal of this note, so not paid when due and is collected by my attorney for the principal, interest, and attorney's fees, and in the collection of same of ten per cent of ten dollars and ten per cent of the amount of the principal of the note.

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