

## MORTGAGE RECORD

BANK DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 21051

## MORTGAGE OF REAL ESTATE

THIS INDENTURE, Made this 24<sup>th</sup> day of May, A. D. 1911, between J. S. Thomas and Georgie E. Thomas his wife of Tulsa County, in the State of Oklahoma, of the first part, and S. E. Hall of Missouri 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 Eighteen Hundred Dollars (\$ 1800 ), the receipt of which is hereby acknowledged, do... by these presents grant, bargain, sell and convey unto said part 2<sup>d</sup> of the second part, her heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: All of Lot Two (2) Block Eighty-eight (88) town of Tulsa according to the Government survey and plat of said town in the aforesaid county and state DOLLARS,

TO HAVE AND TO HOLD THE SAME unto the said part 2<sup>d</sup> of the second part, her 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. S. Thomas & Georgie E. Thomas have this day executed and delivered their certain promissory note... in writing to said part 2<sup>d</sup> of the second part, described as follows:

\$1500 May 24 - 1911  
Three years after date for value received we or either of us promise to pay to the order of S. E. Hall at the office of B. F. Pettus, Tulsa, Oklahoma, with interest at the rate of eight per cent, per annum, payable annually, from date until paid. The interest is not paid when due to become as principal and bear the same rate of interest and in case this is collected by an attorney or by legal proceedings we agree to pay an additional sum of ten per cent on the amount of this.

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, her 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<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 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<sup>st</sup> of the first part have hereunto set their hand & the day and year first above written.

J. S. Thomas  
Georgie E. Thomas

## STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, B. F. Pettus, Notary Public, in and for said County and State, on this 24 day of May, 1911, personally appeared J. S. Thomas and Georgie E. Thomas 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 Sept 12 1912 (hall) B. F. Pettus

## ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS: That the within-named mortgage of the within-named mortgage County, in the State of Oklahoma, the within-named mortgage in consideration of the sum of 1800 DOLLARS, to her in hand paid, the receipt whereof is hereby acknowledged, do hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto her 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 her hand... this 24 day of May, 1911.

## EXECUTED IN PRESENCE OF

This assignment was filed for record on the 25 day of May, A. D. 1911, at 9:10 o'clock A.M. M. Fee, \$... Register of Deeds.

## RECEIPT

Received of the within-named mortgagee the sum of 1800 DOLLARS, in full satisfaction of the within mortgage.

## STATE OF OKLAHOMA, TULSA COUNTY, ss.

This instrument was filed for record on the 25 day of May, A. D. 1911, at 9:10 o'clock A.M. Fees, \$... Deputy.

By S. E. Hall Deputy.

*# note as attorney fees signed J. S. Thomas & Georgie E. Thomas*