

MORTGAGE RECORD

373

COMPARED

MORTGAGE OF REAL ESTATE

THIS INDENTURE, Made this 27th day of May, A.D. 1911, between Alex. C. Thompson & Mamie Thompson, his wife of Tulsa County, in the State of Oklahoma, of the first part, and J. T. Stanford of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said party of the first part, in consideration of One thousand and two Hundred and fifty Dollars (\$ 1250.00), the receipt of which is hereby acknowledged, do... by these presents grant, bargain, sell and convey unto said party of the second part, his heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

Lots numbered fifteen (15) and sixteen (16) in block numbered twenty one (21) Gillett Hall addition to the city of Tulsa. First party is to keep said property insured in a sum not less than \$500.00 loss if any payable to mortgagee. DOLLARS, as his interest appears. It is understood that when the first parties herein pay as much as one hundred and fifty dollars of the first two hundred and fifty dollars not herein embraced that second party is to release and discharge his lien under this mortgage as to lot fifteen (15) herein described only, and that said release is not in any way to effect his security as to the other lot described herein.

TO HAVE AND TO HOLD THE SAME unto the said party 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 Alex. C. Thompson and Mamie Thompson have this day executed and delivered three certain promissory notes in writing to said party of the second part, described as follows:
Note number one for a principal sum of two hundred and fifty dollars due and payable June 1st 1912.
Note No. two for a principal sum of two hundred and fifty dollars due and payable June 1st 1913.
Note No. three for a principal sum of seven hundred and fifty dollars due and payable June 1st 1914.
All of said notes bears interest at the rate of eight per cent per annum after date.
In case these notes are collected by attorney in case of default, 10% attorney fee is to be paid by first party.

Now, if said party of the first part shall pay or cause to be paid to said party of the second part, his heirs or assigns, said sum of money in the above-described notes 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 party of the second part shall be entitled to the possession of said premises. And the said party of the first part for said consideration do... hereby expressly waive an appraisement of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma.

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

Alex. C. Thompson
Mamie Thompson

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, Percy Collins, Notary Public, in and for said County and State, on this 27 day of May, 1911, personally appeared Alex. C. Thompson and Mamie Thompson to me known to be the identical person 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 12/9 1911 (real) Percy Collins, Notary Public

KNOW ALL MEN BY THESE PRESENTS:

That the of the County, in the State of Oklahoma, the within-named mortgagor in consideration of the sum of 1250.00 DOLLARS, to the in hand paid, the receipt whereof is hereby acknowledged, do hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto the 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... have hereunto set their hand... day of May, 1911.

EXECUTED IN PRESENCE OF

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

RECEIPT

Received of the the within-named mortgagor the sum of 1250.00 DOLLARS, in full satisfaction of the within mortgage.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

This instrument was filed for record on the 29 day of May, A.D. 1911, at 8 o'clock A. M. Fees, \$... By H. B. Walkley Deputy. Register of Deeds.

For value received, I acknowledge satisfaction and payment in full of the within mortgage, and same is hereby released.

Signed and acknowledged before me J. T. Stanford Jan. 3-1911
H. B. Walkley
Notary Public