

COMPARED

379

MORTGAGE RECORD

SAME DODSWORTH BOOK CO., LAVERWORTH, KAN. No. 21054

MORTGAGE OF REAL ESTATE

THIS INDENTURE, Made this 13th day of May, A. D. 1911, between Greeman Robbins and Bertha L. Robbins, his wife of Tulsa County, in the State of Oklahoma, of the first part, and Harry Omar Scott, Treasurer of Synod of Oklahoma (Inc) County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1st of the first part, in consideration of Fifteen Hundred Dollars (\$ 1,500.00), the receipt of which is hereby acknowledged, do they these presents grant, bargain, sell and convey unto said part 2d of the second part, his heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: all of Lot eight (8), Block one (1) of the George S. Cuyman Addition in the town of Tulsa, according to the recorded plat thereof, in the aforesaid County and State.

TO HAVE AND TO HOLD THE SAME unto the said part 2d 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 First Parties ha 13th day executed and delivered their certain promissory note in writing to said part 2d of the second part, described as follows:

Tulsa, Oklahoma, May 13, 1911.
Three years after date, for value received we or either of us as principals, promise to pay to the order of Harry Omar Scott, Treasurer of the Synod of Oklahoma, (incorporated) Fifteen Hundred Dollars, at the Guthrie National Bank, both principal and interest payable in United States gold coin, at the present standard value with interest at the rate of eight per cent, payable semiannually from date until paid interest to become as principal when due and bear the same rate of 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, his 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 appraisalment 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 1st of the first part ha hereunto set their hand the day and year first above written.

Greeman Robbins
Bertha L. Robbins

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, B. J. Pettus day of May, 1911, personally appeared Greeman Robbins and Bertha L. Robbins 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 purposes therein set forth.

My commission expires Sept 17, 1917 B. J. Pettus

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS: That the of the County, in the State of Oklahoma, the within-named mortgage in consideration of the sum of the and the 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 mortgage ha hereunto set their hand this 13th day of May, 1911.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 13th day of May, A. D. 1911, at 10 o'clock A.M. Fee, \$ 1.00 Register of Deeds.

RECEIPT

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

STATE OF OKLAHOMA, TULSA COUNTY, ss.

This instrument was filed for record on the 13th day of June, A. D. 1911, at 10:40 o'clock A.M. Fees, \$ 1.00 By Chas. H. Newberry Register of Deeds. Deputy.

① The makers and endorser of this note hereby severally waive presentation for payment of non-payment, protest and notice of protest, and unless that time of payment may be extended without notice thereof, appraisement and all expenses incurred, if this note be placed in hands of an attorney for collection there shall be added ten per cent additional as attorney's fees.