

MORTGAGE RECORD

MORTGAGE OF REAL ESTATE

THIS INDENTURE, made this 1st day of June, A. D. 1911, between Will C. Marrs and Ada M. Marrs, his wife of Craig County, in the State of Oklahoma, of the first part, and The Farmers State Bank, Vinita, Okla. of Craig County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of Four hundred ninety seven and no/100 Dollars (\$497.00), the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said party of the second part, its heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

The SW 1/4 of of NE 1/4 and NE 1/4 of SE 1/4 of section 2
township 20 north, range 13 east, containing 80 acres
more or less DOLLARS,

TO HAVE AND TO HOLD THE SAME unto the said party of the second part, its 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 have at this day executed and delivered 1 certain promissory note in writing to said party of the second part, described as follows:

of which the following is a copy:
\$497.00 Vinita, Okla., June 1st 1911
Ninety days after date we promise to pay to the order of The
Farmers State Bank at Vinita, Oklahoma, four hundred ninety
seven & no/100 dollars. For value received, with interest thereon at the
rate of 10 percent per annum from date until paid. The makers and
endorsers of this note severally waive protest and notice of non payment thereof.
Will C. Marrs
Ada M. Marrs
Now, if said parties of the first part shall pay or cause to be paid to said party of the second part, its 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 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 appraisal of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma together with an attorney's fee of \$25 shall by these presents become due and payable, and hand 5 the day and year first above written.

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

Will C. Marrs
Ada M. Marrs

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, Frank L. Buckhalter Notary Public
in and for said County and State, on this 1 day of June, 1911, personally appeared Will C. Marrs and Ada M. Marrs, his wife
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 March 5, 1913 (real) Frank L. Buckhalter Notary Public

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That Will C. Marrs and Ada M. Marrs of Craig County, in the State of Oklahoma, the within-named mortgagor, in consideration of the sum of 497.00 Dollars, to The Farmers State Bank in hand paid, the receipt whereof is hereby acknowledged, do hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto its 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 mortgagor, ha hereunto set their hand this 1 day of June, 1911.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 1 day of June, A. D. 1911, at 8 o'clock A. M. Fee, \$10 Register of Deeds.

RECEIPT

Received of The Farmers State Bank the within-named mortgagor, the sum of 497.00 Dollars, in full satisfaction of the within mortgage.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

This instrument was filed for record on the 1 day of June, A. D. 1911, at 8 o'clock A. M. Fees, \$10
By (real) H. B. Halkley Deputy Register of Deeds.