

COMPARED

MORTGAGE RECORD

411

32227

MORTGAGE OF REAL ESTATE

THIS INDENTURE, Made this 14th day of June, A. D. 1911, between Spive M. Terry of Tulsa, Oklahoma, of the first part, and Anna B. Chamberlin of Tulsa, Oklahoma, of the second part:

WITNESSETH, That said part y of the first part, in consideration of Five Hundred Dollars (\$500.00), the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part y of the second part, her heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: Lots One + Two in Block Thirteen Berry Addition to the City of Tulsa Okla

TO HAVE AND TO HOLD THE SAME unto the said part y 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 Spive M. Terry has this day executed and delivered one certain promissory note in writing to said part y of the second part, described as follows:

\$500.00 Tulsa Okla, June 14th 1911. Two years after date for value received I promise to pay to the order of Anna B. Chamberlin Five Hundred Dollars at Tulsa Okla, With interest after date at the rate of ten per cent per annum payable annually and if not paid at maturity and collected by an attorney or by legal proceedings an additional sum of ten per cent on the amount of this note as attorney's fees. Signed Spive M. Terry.

Now, if said part y of the first part shall pay or cause to be paid to said part y 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 y of the second part shall be entitled to the possession of said premises. And the said part y of the first part for said consideration do hereby expressly waive an apportionment 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 y of the first part has hereunto set his hand the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, Char Evans, Notary Public in and for said County and State, on this 14th day of June, 1911, personally appeared Spive M. Terry single man, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires 1/3/15

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That in the State of Oklahoma, the within-named mortgagor in consideration of the sum of 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 mortgagee has hereunto set his hand this day of 19

EXECUTED IN PRESENCE OF

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

RECEIPT

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

STATE OF OKLAHOMA, TULSA COUNTY, ss.

This instrument was filed for record on the 15 day of June, A. D. 1911, at 11:25 o'clock a.m. Fees, \$

By H. E. W. Albley Deputy (Seal) Register of Deeds.