

MORTGAGE RECORD

MORTGAGE OF REAL ESTATE

THIS INDENTURE, Made this 7th day of June, A. D. 1911, between Orson E. Rice, a single man, of the first part, and James Bowen of Tulsa, Tulsa County, in the State of Oklahoma, of the second part;

WITNESSETH, That said part of the first part, in consideration of Two Hundred Fifty and no/100 Dollars (\$ 250.00), the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part of the second part, his heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

Lots Six (6) and Seven (7), Block Six (6), Oakdale Addition to the City of Tulsa, Tulsa County, State of Oklahoma, according to the recorded plat thereof.

The party of the first part agrees, that in event this mortgage is foreclosed by legal proceedings, to pay an additional sum of Ten per cent for attorney's fees to be taxed as costs upon filing of suit in foreclosure.

TO HAVE AND TO HOLD THE SAME unto the said part 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 Orson E. Rice has this day executed and delivered a certain promissory note in writing to said part of the second part, described as follows:

\$ 250.00

Tulsa Okla June 7th 1911.

One (1) year after date for value received, I, we, or either of us promise to pay to the order of James Bowen Two Hundred Fifty Dollars, (\$ 250.00) of Tulsa Oklahoma, with interest at the rate of Ten (10) percent per annum payable semi-annually from date until paid. The interest if not paid when due to become as principal and bear the same rate of interest, and in case this note is collected by an attorney or legal proceedings I agree to pay an additional sum of Ten per cent for attorney's fees.

Now if said part of the first part shall pay or cause to be paid to said part of the second part the 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 of the second part shall be entitled to the possession of said premises. And the said part of the first part for said consideration does 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 part of the first part has hereunto set his hand the day and year first above written.

Orson E. Rice

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, W. M. Rollins a Notary Public in and for said County and State, on this 7th day of June, 1911, personally appeared Orson E. Rice a 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.

(Seal) My commission expires March 24 1913 W. M. Rollins Notary Public

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS, That James Bowen of Tulsa County, in the State of Oklahoma, the within named mortgagor, in consideration of the sum of Two Hundred and Fifty and no/100 DOLLARS, to him in hand paid, the receipt whereof is hereby acknowledged, does hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto Adeline Jacobs 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 has hereunto set his hand this 15th day of June 1911.

EXECUTED IN PRESENCE OF

E. Bowen

James Bowen

This assignment was filed for record on the _____ day of _____, A. D. 19____, at _____ o'clock _____ M. Fee, \$____.

Register of Deeds.

RECEIPT

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

STATE OF OKLAHOMA, TULSA COUNTY, ss.

This instrument was filed for record on the 16 day of June, A. D. 1911, at 2:05 o'clock P. M. Fees, \$____.

By H. C. Walkley Deputy (Seal) Register of Deeds.

* No. 1 Due June 7th 1912, Orson E. Rice.