

MORTGAGE RECORD

32434

BANK DODSWORTH BOOK CO., LEAVENWORTH, KAN., No. 21051

MORTGAGE OF REAL ESTATE

THIS INDENTURE, Made this 21st day of June, A. D. 1911, between Effie Stryker & Wm Stryker of Tulsa, Tulsa County, in the State of Oklahoma, of the first part, and The Exchange National Bank of Tulsa, Oklahoma, of the second part,

WITNESSETH, That said part 22 of the first part, in consideration of Forty-five Hundred Dollars (\$ 4500.00), the receipt of which is hereby acknowledged, do... by these presents grant, bargain, sell and convey unto said part 2 of the second part, its successors heirs and assigns, the following described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

The southerly sixteen (16) feet of Lot One (1) and the Northerly nine (9) feet of Lot Two (2) all in Block Ninety-one (91) of the City of Tulsa Indian Territory (now Oklahoma), according to the recorded plat of said City DOLLARS, and more particularly described as follows: Beginning at a point 84 feet South of the Northeast corner of said Block Ninety-one (91) and on the Easterly line of said Block; thence running Westerly 140 feet; thence at right angles in a Southeasterly direction 25 feet; thence at right angles in a Northeasterly direction 140 feet; thence at right angles in a Northerly direction to point of beginning.

TO HAVE AND TO HOLD THE SAME unto the said part 2 of the second part, its successors 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 Effie & Wm Stryker had, this day executed and delivered, a certain promissory note, in writing to said part 2 of the second part, described as follows:

\$4500.00 Tulsa Oklahoma, June 21st, 1911. 191
July 1st 1911 after date, due or either of us each as principal, promise to pay to the order of The Exchange National Bank of Tulsa Forty-five Hundred Dollars.
For value received, negotiable and payable at the Exchange National Bank, Tulsa, Oklahoma, with interest at
ten per cent per annum from maturity until paid.
*

Now, if said part 2 of the first part shall pay or cause to be paid to said part 2 of the second part, its successors 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 2 of the second part shall be entitled to the possession of said premises. And the said part 2 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 part 2 of the first part have hereunto set their hand the day and year first above written.

Effie Stryker
Wm Stryker

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, E. A. Silly 22nd day of June, 1911, personally appeared Effie Stryker and Wm Stryker, her husband, 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 uses and purposes therein set forth.

My commission expires Sept 21st 1912 E. A. Silly Notary Public

KNOW ALL MEN BY THESE PRESENTS:

That the within-named mortgage in consideration of the sum of 4500.00 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 hand this 21st day of June, 1911.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 23rd day of June, A. D. 1911, at 2 o'clock, M. Fee, \$... Register of Deeds.

RECEIPT

Received of the within-named mortgagor the sum of 4500.00 DOLLARS, in full satisfaction of the within mortgage.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

This instrument was filed for record on the 23rd day of June, A. D. 1911, at 2 o'clock P. M.

Fees, \$... H. C. Walkley Register of Deeds.

By (Seal) Deputy.

* The makers, signers and endorser each severally, waive representation for payment protest and notice, and further consent to any renewals or extensions without further notice. The sum of ten dollars added to the principal of this note is collected by and attorney or by legal proceedings. Effie Stryker Wm Stryker