

MORTGAGE RECORD

32556

COMPLETED

MORTGAGE OF REAL ESTATE

THIS INDENTURE, Made this 29th day of June A. D. 1911, between Ed. Robertson and Edith W. Robertson, his wife of Broken Arrow, Tulsa County, in the State of Oklahoma, of the first part, and Carroll L. Allen of Highland, Douglas County, Kansas, of the second part:

WITNESSETH, That said parties of the first part, in consideration of

Five Hundred and no Dollars in 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 4-5-6-7-8-9-10-11-12-13-14-15-16-17 and 18, all in Block Seven (7) in the Homestead Addition to the Town of Broken Arrow, Tulsa County, Oklahoma, according to the plat thereof,

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 E. L. Robertson and Edith have this day executed and delivered on certain promissory note in writing to said part y of the second part, described as follows:

Dated Broken Arrow, Okla., June, 29, 1911, due three years after date, payable to the order of Carroll L. Allen, for the principal sum of Five Hundred Dollars, together with interest thereon at the rate of 8% per annum, as evidenced by three coupon notes for \$40 each, all dated June 29, 1911, payable in one, two, and three years respectively, together with interest thereon after maturity at 10% said coupon notes being attached to said principal note.

Now, if said part 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 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 of money, 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 parties 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 parties of the first part have hereunto set their hands the day and year first above written.

E. L. Robinson
Edith W. Robinson

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, F. B. Righter Notary Public in and for said County and State, on this 29th day of June, 1911, personally appeared E. L. Robertson, and Edith W. Robertson, 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, 3, 1914 F. B. Righter Notary Public.

KNOW ALL MEN BY THESE PRESENTS:

ASSIGNMENT

That in the State of Oklahoma, the within-named mortgage is 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 her 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 hand this ... day of ...

EXECUTED IN PRESENCE OF

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 ... DOLLARS, in full satisfaction of the within mortgage.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

This instrument was filed for record on the 30 day of June A. D. 1911, at 8 o'clock A. M. Fees, \$...

By H. C. Walkey Register of Deeds.

(Seal)

* It is understood and agreed that the mortgagor herein shall have the privilege of paying said note and mortgage in full of any interest bearing debt, provided that it is paid in the hands of an attorney for collection or should be commuted to good and lawful mortgage, and mortgagor agree to pay \$75 attorneys fee.