

COMPARED

32721

MORTGAGE RECORD

SAMUEL BODENWORTH BOOK CO., LEAVENWORTH, KAN. No. 21054

MORTGAGE OF REAL ESTATE

THIS INDENTURE, Made this 17th day of February, 1911, between D.B. Crewson and Ella Crewson, husband and wife of Tulsa County, in the State of Oklahoma, of the first part, and Hortense F. Wilhelm of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1st of the first part, in consideration of Three Hundred Seventy Five Dollars (\$ 375.00), the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 2d of the second part, her heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: All of Lot Fifteen (15) Block Twenty six (26) in the given Addition to the City of Tulsa, as is shown by the amended recorded plat thereof. DOLLARS,

TO HAVE AND TO HOLD THE SAME unto the said part 2d 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 D.B. Crewson, and Ella on this day executed and delivered one certain promissory note in writing to said part 2d of the second part, described as follows: of which the following is a copy, \$375.00 Tulsa, Okla. Feb. 17, 11, for value received Feb. 17th 1912, I, we or either of us promise to pay to the order of Hortense F. Wilhelm, Three hundred seventy five Dollars with interest thereon at the rate of ten per cent per annum until paid payable annually and if not paid when due to draw interest at the rate of ten per cent per annum to be added to the principal and draw the same rate payable in Tulsa Okla. for value received the drawers and endorser guarantee payment of this note and severally waive demand and notice of protest and non payment of this note when due and do waive defense on the ground of want of due diligence in making suit against any party to this note. Now, if said parties of the first part shall pay or cause to be paid to said part 2d 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 2d of the second part shall be entitled to the possession of said premises. And the said part 1st 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 hand the day and year first above written.

D.B. Crewson
Ella Crewson

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, Notary Public in and for said County and State, on this 17th day of February, 1911, personally appeared D.B. Crewson and Ella Crewson, husband and wife 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 April 19, 1913
(Seal)

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That one of one County, in the State of Oklahoma, the within-named mortgagor in consideration of the sum of Three Hundred Seventy Five Dollars, to one 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 mortgagee has hereunto set her hand this 17th day of February, 1911.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 17th day of February, A. D. 1911, at 4 o'clock P. M. Fee, \$ 1.00 Register of Deeds.

RECEIPT

Received of D.B. Crewson the within-named mortgagor the sum of Three Hundred Seventy Five Dollars with interest in full satisfaction of the within mortgage.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

This instrument was filed for record on the 17th day of February, A. D. 1911, at 4 o'clock P. M. Fees, \$ 1.00

By H.C. Walley Deputy.

(Seal)