

COMPARED
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6-11-63

MORTGAGE RECORD

465

MORTGAGE OF REAL ESTATE

THIS INDENTURE, Made this 10th day of July, A. D. 1911, between R. F. Peerson and Grace Peerson, of Tulsa County, in the State of Oklahoma, of the first part, and W. E. Bennett, of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of Twelve Hundred, fifty and no/100 Dollars (\$ 1,250.00), the receipt of which is hereby acknowledged, doth 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 Washita County, Tulsa County, and State of Oklahoma, to-wit:

All of my undivided one-third (1/3) interest in and to All 3 Lots (10), Eleven (11), Twelve (12), Thirteen (13) and Fourteen (14) in Block Numbered ten (10), in the Midland Addition to the town of Bixby, Okla., all of Lots twenty-three (23) and twenty-four (24) in Block Numbered Twenty-five (25), in the Midland Addition to the town of Bixby, Okla., beginning at the South East corner of the South West Quarter (SW 1/4) of Section Fourteen (14), Township Eight (8), Range Nineteen (19) West of the Indian

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 R. F. Peerson and Grace Peerson, his wife, have this day executed and delivered their certain promissory note, in writing to said part. of the second part, described as follows:

One certain promissory note, dated at Bixby, Okla., July 10th, 1911, bearing interest at the rate of 10% per annum from maturity, due 12 months after date, and being in favor of W. E. Bennett, said being for the sum of \$ 1,250.00.

Now, if said part. of the first part shall pay or cause to be paid to said part. of the second part, his 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. of the second part shall be entitled to the possession of said premises. And the said part. 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 and the day and year first above written.

R. F. Peerson
Grace Peerson

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, Henry Hornecker, Notary Public in and for said County and State, on this 10th day of July, 1911, personally appeared R. F. Peerson and Grace Peerson his wife and 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 July 28th 1914
(Seal) Henry Hornecker, Notary Public.

ASSIGNMENT

That of County, 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 debt, 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 19

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 in full satisfaction of the within mortgage.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

This instrument was filed for record on the 12 day of July, A. D. 1911, at 8 o'clock A. M. Fees, \$, H. C. Walkley, Register of Deeds.

By Deputy.

(Seal)

* Meridian; Thence West 88 1/2 feet to a place of beginning; Thence West 88 1/2 feet; Thence South 246 1/2 feet; Thence East 88 1/2 feet; Thence North 246 1/2 feet to a place of beginning, containing 1/2 an acre.