

MORTGAGE RECORD

32919

BAMF DODSWORTH BOOK CO., LEAVENWORTH, KAN., No. 21034

MORTGAGE OF REAL ESTATE

THIS INDENTURE, Made this 12th day of July, A. D. 1911, between Joe Drouot and William J. Drouot of Tulsa County, in the State of Oklahoma, of the first part, and S. Sallais, of St. Louis, Mo. of the second part:

WITNESSETH, That said part 1st of the first part, in consideration of and \$1750.00 the receipt of which is hereby acknowledged, do... by these presents grant, bargain, sell and convey unto said part 2nd of the second part, his heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: Lots three and four in Block three (3) in Riverview Addition to Tulsa, Oklahoma, according to the recorded plat thereof,

TO HAVE AND TO HOLD THE SAME unto the said part 2nd 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 Joe Drouot and William J. Drouot had this day executed and delivered four certain promissory notes in writing to said part 2nd of the second part, described as follows:

Note dated July 12, 1911, in the amount of \$350.00 due one year after date, payable to order of S. Sallais, bearing interest at 7% per annum, interest payable annually; a like note in amount of \$400.00 bearing same rate of interest, due two years after date; a like note in amount of \$500.00 bearing same rate of interest due three years after date; a like note in amount of \$500.00 bearing same rate of interest, due four years after date. Mortgage above named has the right at any time to pay off the above mentioned indebtedness with interest accrued to date of payment, and upon such payment these presents shall be null and void of payment, and upon such

Now, if said part 1st of the first part shall pay or cause to be paid to said part 2nd of the second part, his heirs or assigns, said sum of money in the above-described notes 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 2nd 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 part 1st of the first part ha VS. hereunto set their hands the day and year first above written.

Joe Drouot
William J. Drouot

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, Dalton Bain Notary Public in and for said County and State, on this 12th day of July, 1911, personally appeared Joe Drouot and William J. Drouot, his 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 June 4, 1912, 10 Dalton Bain Notary Public.

KNOW ALL MEN BY THESE PRESENTS:

ASSIGNMENT

That Joe Drouot and William J. Drouot of Tulsa County, in the State of Oklahoma, the within-named mortgagor, in consideration of the sum of \$1750.00 DOLLARS, to S. Sallais in hand paid, the receipt whereof is hereby acknowledged, do... hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto his 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... 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... DOLLARS, in full satisfaction of the within mortgage.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

This instrument was filed for record on the 15 day of July, A. D. 1911, at 3 o'clock P. M. Fees, \$...

By H. C. Walkley Deputy.

(Seal)