

COMPARED

471

MORTGAGE RECORD

32927

KAN. DEEDS WORTH BOOK CO., LEAVENWORTH, KAN. No. 21054

MORTGAGE OF REAL ESTATE

THIS INDENTURE, Made this 1st day of July, A. D. 1911, between Wm. Friese and Fannie T. Friese, his wife of Bixby, Tulsa County, in the State of Oklahoma, of the first part, and The Bank of Bixby of Bixby, Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1st of the first part, in consideration of

One Thousand and no/100 Dollars (\$1000.00)

the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 2d of the second part, its heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

The Northwest quarter (1/4) of the Southwest quarter (1/4) of Section Thirteen (13), Township Seventeen (17), North, Range Thirteen (13), East, The above being subject to a first mortgage of One thousand Dollars to one Silas W. Ferguson on which there has been a payment of \$200, made all of the West Seventeen and 21/100 acres of lot two (2) Section fourteen (14), Township Seventeen (17), North, Range Thirteen (13), East of the Indian Base and Meridian, all of said land being in Tulsa Co., Okla.

TO HAVE AND TO HOLD THE SAME unto the said part 2d of the second part, its 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 Wm. Friese and Fannie T. Friese, have this day executed and delivered one certain promissory note in writing to said part 2d of the second part, described as follows:

Dated at Bixby, Oklahoma July 1st, 1911 and due August 1st, 1911 in the sum of one thousand Dollars (\$1,000.00) and bearing interest after maturity at the rate of 10% per annum payable annually.

Now, if said part 1st of the first part shall pay or cause to be paid to said part 2d of the second part, its 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 apportionment 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 have hereunto set their hands the day and year first above written.

Wm. Friese
Fannie T. Friese

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, Notary Public in and for said County and State, on this 1st day of July, 1911, personally appeared Wm. Friese and Fannie T. Friese 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 June 14 - 1914 J. F. Pantler
Notary Public

KNOW ALL MEN BY THESE PRESENTS:

That Wm. Friese and Fannie T. Friese of Tulsa County, in the State of Oklahoma, the within-named mortgagor in consideration of the sum of 1000.00 Dollars, to The Bank of Bixby 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 1st day of July, 1911.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 17 day of July, A. D. 1911, at 8 o'clock a. M. Fee, \$1.00 Register of Deeds.

RECEIPT

Received of Wm. Friese and Fannie T. Friese the within-named mortgagor the sum of 1000.00 Dollars, in full satisfaction of the within mortgage.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

This instrument was filed for record on the 17 day of July, A. D. 1911, at 8 o'clock a. M. Fee, \$1.00

By H. E. Walkley Register of Deeds.

(Seal)