

# MORTGAGE RECORD

#32989

COMPARED

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

## MORTGAGE OF REAL ESTATE

THIS INDENTURE, Made this 18th day of July A. D. 1911, between J. A. Dowdy and Mary Dowdy, his wife of Tulsa County, in the State of Oklahoma, of the first part, and The Arkansas Valley State Bank of Broken Arrow, 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 twenty-eight (\$328.25) and 25/100 Dollars (\$328.25) 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 successors and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: The West half of the Southeast quarter of Section 21 Township 19 North Range 14 East of the Indian Base and Meridian DOLLARS,

TO HAVE AND TO HOLD THE SAME unto the said part 2d of the second part, its successors 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 J. A. Dowdy and Mary Dowdy have this day executed and delivered one certain promissory note in writing to said part 2d of the second part, described as follows:

Broken Arrow, Oklahoma, July 18, 1911  
January 25, 1912 after date, 8, 10, or either of said \$328.25  
promise to pay to The Arkansas Valley State Bank  
of Broken Arrow, Oklahoma, or Order,  
Three Hundred twenty-eight 25/100 Dollars

No. -  
Due Jan. 25, 1912 copy J. A. Dowdy,  
P.O. R.R.D. # 4 City 1/2 Mary Dowdy,  
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 successors 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 has hereunto set their hand the day and year first above written.

J. A. Dowdy  
Mary Dowdy,

### STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, W. T. Brumbaugh a Notary Public in and for said County and State, on this 18th day of July 1911, personally appeared J. A. Dowdy and Mary Dowdy 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.

(Seal) My commission expires Mar, 27 1913 W. T. Brumbaugh Notary Public.

### KNOW ALL MEN BY THESE PRESENTS:

That the within-named mortgage in consideration of the sum of Three Hundred twenty-eight and 25/100 Dollars, to the within-named mortgagee 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 18th day of July 1911.

### EXECUTED IN PRESENCE OF

This assignment was filed for record on the 19th day of July A. D. 1911, at 10 o'clock M. Fee, \$1.00 Register of Deeds.

### RECEIPT

Received of the within-named mortgagee the sum of Three Hundred twenty-eight and 25/100 Dollars, in full satisfaction of the within mortgage.

### STATE OF OKLAHOMA, TULSA COUNTY, ss.

This instrument was filed for record on the 19th day of July A. D. 1911, at 10 o'clock M. By H. C. Walkley Deputy. Register of Deeds.

(Seal)

\* Not value received, it is banking office in Broken Arrow, Oklahoma, with interest after maturity of ten per cent, per annum, and thirty days grace in attorney's fees, if placed in the hands of an attorney for collection, or suit is filed thereon. The bank has placed and endorses several several notes in case this note is not paid at maturity, and notice of protest and non-payment given to the holder without prejudice to holder.