

MORTGAGE RECORD

32990

SAML DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 21054

MORTGAGE OF REAL ESTATE

THIS INDENTURE, Made this 14th day of July, A. D. 1911, between Sydia Childers, a widow of Broken Arrow, Tulsa County, in the State of Oklahoma, of the first part, and James E. Miller, guardian of Broken Arrow, Tulsa County, in the State of Oklahoma, of the second part:

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

Two Thousand (\$2000.00) and no Dollars and the receipt of which is hereby acknowledged, does by these presents grant, bargain, sell and convey unto said part 2 of the second part, his successors and assigns, the following described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

The South East Quarter (1/4) of Section Three (3) Township Seventeen (17) North, Range Fourteen (14) East, containing 160 acres more or less, DOLLARS

TO HAVE AND TO HOLD THE SAME unto the said part 2 of the second part, his successors and assigns, together with all and singular the tenements, hereditaments and appurtenances therunto belonging, or in anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas, said Sydia Childers

has this day executed and delivered one certain promissory note in writing to said part 2 of the second part, described as follows:

Dated Broken Arrow, Okla. July 14, 1911, due five years after date, payable to the order of James E. Miller, Guardian of Virginia Childers, a minor, executed for the sum of \$2000.00 together with interest thereon at the rate of 8% per annum, interest payable annually. It is understood and agreed that in case said above described note is placed in the hands of an attorney for collection, or in case a suit is brought to foreclose this mortgage, the mortgagor herein agrees to pay the sum of \$200 attorney fees to the mortgagee herein, in addition to the full amount of principal and interest which may be due.

Now, if said part 1 of the first part shall pay or cause to be paid to said part 2 of the second part, his successors or assigns, said sum of money to 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 2 of the second part shall be entitled to the possession of said premises. And the said part 1 of the first part for said consideration does 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 1 of the first part has hereunto set her hand the day and year first above written.

Sydia Childers

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, F. B. Righter, Notary Public in and for said County and State, on this 18th day of July, 1911, personally appeared Sydia Childers, a widow, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires March, 3, 1914. F. B. Righter Notary Public, (Seal)

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That _____ of _____ County, in the State of Oklahoma, the within-named mortgagor, in consideration of the sum of _____ and _____ 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 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 _____ 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 19 day of July, A. D. 1911, at 1 o'clock PM. Fees \$ _____

By H. E. Walkley, Register of Deeds.

(Seal)

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 10.00 and issued Receipt No. 524 therefor in payment of mortgage tax on the within mortgage.

Dated this 18th day of July, 1911

John H. Walker County Treasurer.