

MORTGAGE RECORD

COMFARED

#33117

BANK, BOWEN, BOOK CO., LEAVENWORTH, KAN., No. 21051

MORTGAGE OF REAL ESTATE

THIS INDENTURE, Made this 22nd day of July, A. D. 1911, between Annis E. Nixon and U. E. Nixon her husband of Tulsa County, in the State of Oklahoma, of the first part, and S. L. White of Sowa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1st of the first part, in consideration of Seven Hundred Dollars (\$ 700.00), the receipt of which is hereby acknowledged, do... by these presents grant, bargain, sell and convey unto said part 2d of the second part, her heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

The South half of the Northwest quarter of the Southeast quarter of the Southwest quarter (1/2 of NW 1/4 of SE 1/4 of SW 1/4) of Section Thirty-two (32), Township Twenty, North and of Range Thirteen (13), East, of the Indian Base and Meridian, containing 5 acres, more or less, according to the U. S. Survey thereof.

TO HAVE AND TO HOLD THE SAME unto the said part 2d of the second part, her 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 Annis E. Nixon and U. E. Nixon have this day executed and delivered their certain promissory note in writing to said part 2d of the second part, described as follows:

Principal \$ 700.00, dated July 22nd, 1911, due July 22nd, 1916. Interest at 6% from date, represented by coupon notes, payable as follows: May 1st, 1912 \$32.00, Nov. 1st, 1912 \$21.00, May 1st, 1913 \$21.00, Nov. 1st, 1913 \$21.00, May 1st, 1914 \$21.00, Nov. 1st, 1914 \$21.00, May 1st, 1915 \$21.00, Nov. 1st, 1915 \$21.00, and July 22nd, 1916, \$31.00. Principal and interest coupons bear 10% interest per annum after due.

Now, if said part 1st of the first part shall pay or cause to be paid to said part 2d of the second part, her 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 appraisal 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.

Annis E. Nixon
U. E. Nixon

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, a Notary Public in and for said County and State, on this July day of July, 1911, personally appeared Annis E. Nixon and U. E. Nixon her husband, 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 March, 29 1915 Maudie D. Sifers Notary Public.

KNOW ALL MEN BY THESE PRESENTS:

That in the State of Oklahoma, the within-named mortgage, in consideration of the sum of Seven Hundred Dollars, to her in hand paid, the receipt whereof is hereby acknowledged, do hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto her 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... have hereunto set their hand this 24 day of July, 1911.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 24 day of July, A. D. 1911, at 3 o'clock P. M. Fee, \$ 1.00 Register of Deeds.

RECEIPT

Received of U. E. Nixon the within-named mortgagor... the sum of Seven Hundred Dollars, in full satisfaction of the within mortgage.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

This instrument was filed for record on the 24 day of July, A. D. 1911, at 3 o'clock P. M. Fees, \$ 1.00 By H. C. Walkley Register of Deeds.

(Seal)

* On the event of foreclosure of this mortgage attorneys fees of \$10.00 and 10% of amount of principal and interest unpaid to be allowed and taxed as part of the costs.