

133317

RANK, HODGKINS & CO., LEAVENWORTH, KAN., No. 21051

MORTGAGE OF REAL ESTATE

THIS INDENTURE, Made this 1st day of August, A. D. 1911, between Vinita D. Clawson & S. C. Clawson of Tulsa County, in the State of Oklahoma, of the first part, and The Exchange National Bank of Tulsa, Tulsa County, in the State of Oklahoma, of the second part:

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

One hundred and no/100 Dollars (\$ 100.00), the receipt of which is hereby acknowledged, do... by these presents grant, bargain, sell and convey unto said parties of the second part, its successors and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: Lot 2 in Block 45 of the Owen Addition to the city of Tulsa, Okla. according to the map, plat or survey thereof DOLLARS.

TO HAVE AND TO HOLD THE SAME unto the said parties 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 parties of the first

hereby, this day executed and delivered... a certain promissory note in writing to said parties of the second part, described as follows:

\$ 100.00 Tulsa, Oklahoma, Aug. 1, 1911. 191
Ninety days after date, five or either of us, each as principal, promise to
pay to the order of The Exchange National Bank of Tulsa, Okla.,
One hundred and no/100 Dollars.
For value received negotiable and payable at the
Exchange National Bank, Tulsa, Oklahoma with
interest at ten per cent per annum from mty until
paid. *
Vinita D. Clawson
S. C. Clawson

Now, if said parties of the first part shall pay or cause to be paid to said parties 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 parties of the second part shall be entitled to the possession of said premises. And the said parties 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 parties of the first part have hereunto set their hands the day and year first above written.

Vinita D. Clawson
S. C. Clawson

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, Arthur Newlin Notary Public
in and for said County and State, on this 1st day of August, 1911, personally appeared Vinita D. Clawson and S. C. Clawson
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 Oct. 3rd, 1911. Arthur Newlin
(Seal) Notary Public.

ASSIGNMENT

That... of... County,
in the State of Oklahoma, the within-named mortgage... 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 mortgage... hereunto set... hand... this... day of...

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... and... DOLLARS,
in full satisfaction of the within mortgage.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

This instrument was filed for record on the 2 day of Aug, A. D. 1911, at 8 o'clock a M.
Fees, \$... H. C. Walley Register of Deeds.

By... Deputy.

(Seal)

* The makers, signers and endorser each severally waive presentation for payment, protest and notice and further consent to any renewals or extensions without further notice. They also agree to pay an attorney's fee of ten dollars and ten per cent of this note if same is collected by an attorney or by legal proceedings.