

MORTGAGE RECORD

493

33353

SAUL DODD WORTH BOOK CO., LEAVENWORTH, KAN. No. 21034

MORTGAGE OF REAL ESTATE

THIS INDENTURE, Made this second day of August, A. D. 1911, between W. E. Pruvett, a single man, of Tulsa County, in the State of Oklahoma, of the first part, and Columbus Baysinger of Tulsa County, in the State of Oklahoma, of the second part:

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

One Thousand and no/100 Dollars (\$ 1,000.00), the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 2 of the second part, his heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

Beginning at the South East corner of the South West Quarter of Section Thirteen (13), Township Seventeen (17) North, Range Thirteen (13) East of the Indian Base and meridian; thence west along the section line (1370) thirteen hundred and seventy feet, thence north (160) six hundred sixty feet, thence East thirteen hundred seventy feet, (1370), thence South (160) six hundred sixty feet to the place of beginning, containing in all 20 75/100 acres.

TO HAVE AND TO HOLD THE SAME unto the said part 2 of the second part, his 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 W. E. Pruvett

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

One certain promissory note dated at Bixby, Okla., August second 1911, to the amount of \$1,000.00 One thousand and no/100 Dollars, due one (1) year after date, bearing interest from date at the rate of eight per cent per annum and 10 per cent per annum after maturity, and being in favor of Columbus Baysinger.

Now, if said part 2 of the first part shall pay or cause to be paid to said part 2 of the second part, his 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 2 of the second part shall be entitled to the possession of said premises. And the said part 2 of the first part for said consideration do 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 his hand the day and year first above written.

W. E. Pruvett

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, E. Lipscomb Notary Public in and for said County and State, on this 2nd day of August, 1911, personally appeared W. E. Pruvett, a single man, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires March, 22nd 1915 E. Lipscomb Notary Public.

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS: That the of the County, in the State of Oklahoma, the within-named mortgagor, in consideration of the sum of the and the DOLLARS, to the in hand paid, the receipt whereof is hereby acknowledged, do hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto the 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 his hand this the day of the

EXECUTED IN PRESENCE OF

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

RECEIPT

Received of the the within-named mortgagor the the sum of the and the DOLLARS, in full satisfaction of the within mortgage.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

This instrument was filed for record on the 3 day of Aug, A. D. 1911, at 1/10 o'clock p. M. Fees, \$ the

By the Deputy.

(Seal)

H. E. Walkley Register of Deeds.