

#33716

MORTGAGE OF REAL ESTATE

THIS INDENTURE, Made this 18th day of August A. D. 1911, between
Rachel C. Brady & W. T. Brady, ^{husband and wife} of Tulsa County, in the State of
Oklahoma, of the first part, and O. H. Leonard of Tulsa County, in the State of
Oklahoma, of the second part:

WITNESSETH, That said part 2nd of the first part, in consideration of
Five thousand and no/100 Dollars (\$ 5,000.00),
the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 1st of the second part, his heirs and
assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma; to-wit:
Lots One (1), Two (2), Three (3), Four (4)
and five (5) in Block Seven (7), in the
original town plat of North Tulsa
Tulsa, Oklahoma, DOLLARS,

TO HAVE AND TO HOLD THE SAME unto the said part 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 Rachel C. + W.T. Brady
has this day executed and delivered one certain promissory note in writing to said party of the second part, described as follows:
\$ 5,000.00 Tulsa Oklahoma, Aug 18, 1911, 1911
One year after date, I, we, or either of us, read
as principal, promise to pay to the order of O. H.
Leonard at the Exchange National Bank of
Tulsa Okla, Five Thousand and no/100 Dollars
For value received, negotiable and payable at the
Exchange National Bank, Tulsa, Oklahoma
with interest at 8 per cent per annum payable
semi-annually from date until paid, *

Now, if said part 1/2 of the first part shall ~~pay~~ or cause to be paid to said part 1/2 of the second part, 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 sum 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 1/2 of the second part shall be entitled to the possession of said premises. And the said part 1/2 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 parties of the first part have hereunto set their hands the day and year first above written.

Rachel C. Brady
W. T. Brady

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, Arthur Newlin a Notary Public
in and for said County and State, on this 18th day of August, 1911, personally appeared
Rachel C. Brady and W. T. Brady
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, October 3rd 1914 Arthur Newlin
(Seal) Notary Public.
KNOW ALL MEN BY THESE PRESENTS: **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 _____
to _____ and _____ DOLLARS,
in hand paid, the receipt whereof is hereby acknowledged, do hereby SELL, ASSIGN, TRANSFER, SIFT 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 ha... 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 _____ DOLLARS, in full satisfaction of the within mortgage.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

This instrument was filed for record on the 18 day of Aug, A. D. 1911 at 4:50 o'clock P. M.
Fees, \$ 11.00

By _____ Deputy. _____ Register of Deeds.

Seal)

* The undersigned and undersigned hereby severally waive presentation for payment, protest and notice, and further consent to any renewal or extensions without further notice, and I agree to pay any attorney fees of ten dollars and ten per cent of the note for same as I appear in any and all legal proceedings. Rachel C. Brady