

33879

MORTGAGE OF REAL ESTATE

THIS INDENTURE, Made this 26th day of August, A. D. 1911, between
W. M. Wilson and Electa Wilson his wife of Tulsa County, in the State of
Oklahoma, of the first part, and Sue R Pruitt of — — — — — County, in the State of
Oklahoma, of the second part:

WITNESSETH, That said part^{ers} of the first part, in consideration of.

the receipt of which is hereby acknowledged, do hereby by these presents grant, bargain, sell and convey unto said part 4 of the second part, her heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

South Half (2 1/2) Lot Five (5) in Block One
Hundred seven (107) City of Tulsa, according
to the official plat thereof BOLLERS

TO HAVE AND TO HOLD THE SAME unto the said party 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

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

\$1000⁰⁰ Tulsa Oklahoma, Aug. 26, 1911

On or before one year after date, we, or either of us, promise to pay to the order of _____
One Thousand Dollars,

For value received, negotiable and payable at office of
the National Bank of Commerce, Tulsa, Oklahoma
without defalcation or discount, with interest from date
at the rate of 10% per cent, per annum until paid; and
interest be not paid annually to become as \$

Now, if said part 1.00 of the first part shall pay or cause to be paid to said part 1.00 of the second part, hereby 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 1.00 of the second part shall be entitled to the possession of said premises. And the said part 1.00 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... of the first part ha... hereunto set hand ..the day and year first above written.

W. M. Wilson
Electa Wilson,

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, John R. Cleary, a Notary Public
in and for said County and State, on this 26th day of August, 1911, personally appeared
Dr. W. M. Wilson and Elsta Wilson, his wife
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 June 21, 1965 John H. Cleary

KNOW ALL MEN BY THESE PRESENTS,

ASSIGNMENT

That _____ of _____ County, in the State of Oklahoma, the within-named mortgage _____ in consideration of the sum of _____ to _____ 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... 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.

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 28 day of Aug, A. D. 1911, at 2 o'clock P. M.

Fees, \$ _____

_____, Clerk

_____, Register of Deeds.

By _____ Deputy. (Seal)

* Principles and have same rate of interest. The drawers and endorsers severally waive the privilege for payment of interest and notice of protest and non-payment of this note, and agree that this note shall extend from time to time without notice, to pay to order of bearer, at the cost, and all other expenses incurred in collecting this note, and interest, at any part thereof. Dated, 20. 11. 1880. Wm. Wilson