

MORTGAGE RECORD

#33995

COMPLETED

BAMF BODSWORTH BOOK CO., LAWENWORTH, KAN. No. 21054

MORTGAGE OF REAL ESTATE

THIS INDENTURE, Made this 19th day of August, A. D. 1911, between Anton Beshara of Haskell, Muskogee County, in the State of Oklahoma, of the first part, and Louisa Peter of Cherokee County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1st of the first part, in consideration of Thirteen hundred, and 00/100 Dollars, the receipt of which is hereby acknowledged, do... by these presents grant, bargain, sell and convey unto said part 2nd of the second part, her heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

The West Half (1/2) of the North East quarter (1/4) of Section Twenty Six (26), Township Seventeen (17) North, Range Fourteen (14) East of the Indian Base and Meridian, containing Eighty (80) acres more or less, according to the Government survey thereof.

TO HAVE AND TO HOLD THE SAME unto the said part 2nd 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 Anton Beshara has this day executed and delivered three certain promissory notes in writing to said part 2nd of the second part, described as follows:

Haskell, Okla., Aug. 19th, 1911
Four Hundred and Thirteen Dollars, on the 21st day of Sept. 1911
Four Hundred and Thirteen Dollars, on the 21st day of March, 1912
Four Hundred and Thirteen Dollars, on the 21st day of Sept. 1912
For value received, with interest at 8% from date until paid, and 10% after maturity, same being balance due on the purchase price of the above described land.

Now, if said part 1st of the first part shall pay or cause to be paid to said part 2nd 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 2nd 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 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 1st of the first part has hereunto set his hand the day and year first above written.

Anton Beshara

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, Ferdinand P. Smider, a Notary Public in and for said County and State, on this 19th day of August, 1911, personally appeared Anton Beshara and

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 Feb. 1, 1915 Ferdinand P. Smider

(Seal)

ASSIGNMENT

Notary Public

KNOW ALL MEN BY THESE PRESENTS:

That Anton Beshara of Tulsa County, in the State of Oklahoma, the within-named mortgagor, in consideration of the sum of 1300 DOLLARS, to Louisa Peter 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 mortgagor, has hereunto set his hand this 19th day of August, 1911.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 2 day of Sept., A. D. 1911, at 8 o'clock a. M. Fee, \$1.00

Register of Deeds.

RECEIPT

Received of Anton Beshara the within-named mortgagor, the sum of 1300 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 Sept., A. D. 1911, at 8 o'clock a. M. Fees, \$1.00

By H. C. Walkley Deputy.

(Seal)

Register of Deeds.