

MORTGAGE RECORD

MORTGAGE OF REAL ESTATE

THIS INDENTURE, Made this 31st day of August, A. D. 1911, between David H. Curran and Ada C. Curran, his wife of Tulsa County, in the State of Oklahoma, of the first part, and William T. Lloyd of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1st of the first part, in consideration of Two thousand (\$2000) Dollars (\$ 2000.00), the receipt of which is hereby acknowledged, do... by these presents grant, bargain, sell and convey unto said part 2d of the second part, his heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

The North West Quarter of the North West Quarter of Section Twenty (20), Township twenty (20) North Range Thirteen (13) East containing 40 acres,

TO HAVE AND TO HOLD THE SAME unto the said part 2d 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 David H. Curran and Ada C. Curran have this day executed and delivered their certain promissory note... in writing to said part 2d of the second part, described as follows:

\$2000, One year after date for value received we or either of us promise to pay to the order of William T. Lloyd Two thousand (\$2000) Dollars at Tulsa with interest at the rate of 10 per cent per annum payable annually from date until paid, the interest if not paid when due to become as principal and bear the same rate of interest and in case this note is collected by an attorney or by legal

Now, if said part 1st of the first part shall pay or cause to be paid to said part 2d 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 2d 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 abatement 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 have hereunto set their hands the day and year first above written.

David H. Curran
Ada C. Curran

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, W. P. Bunch Notary Public in and for said County and State, on this 10th day of August, 1911, personally appeared David H. Curran and Ada C. Curran, his wife to me known to be the identical person 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 Mar. 24th 1911

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS: That Ada C. Curran of Tulsa County, in the State of Oklahoma, the within-named mortgagor... in consideration of the sum of Two thousand (\$2000) Dollars, to William T. Lloyd in hand paid, the receipt whereof is hereby acknowledged, do hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto his 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... in... hereunto set... hand... this... day of... 19...

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 Sept, A. D. 1911, at 1:55 o'clock pm. Fees, \$... By H. C. Walkley Deputy, (Seal)

*proceedings we agree to pay an additional sum of ten per cent on the amount of this note as attorney's fees, permission is given to pay \$500 or any multiple of \$500 of any time desired.