

MORTGAGE RECORD

34023

HAML DODD WORTH BOOK CO., LEAVENWORTH, KAN. No. 21064

MORTGAGE OF REAL ESTATE

THIS INDENTURE, Made this 14th day of August, A. D. 1911, between E. M. Kerst and Lulu V. Kerst, his wife of Tulsa County, in the State of Oklahoma, of the first part, and S. W. Kinney of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1st of the first part, in consideration of Seven Hundred and no/100 Dollars (\$700.00), 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:

Lot Twelve (12), in Block Nine (9) of Lindsay's Second Addition to the city of Tulsa, Oklahoma.
 This mortgage is subject to a prior mortgage of \$1000.00 in favor of the Detroit United Bank, of Detroit, Michigan.

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 E. M. Kerst and Lulu V. Kerst have on this day executed and delivered two certain promissory notes in writing to said part 2d of the second part, described as follows:

One note for Three Hundred and Fifty (350) Dollars due one year after date, with interest at the rate of 8 per cent per annum, and one note for Three Hundred and Fifty (350) Dollars due two years after date, with interest at the rate of 8 per cent per annum.

In case of foreclosure thereof said first parties hereby agree to pay the sum of \$70.00 attorneys fee in such foreclosure suit, to be secured by this mortgage, which shall be due and payable when suit is filed.

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 notes 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 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 their hands the day and year first above written.

E. M. Kerst

Lulu V. Kerst

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, a Notary Public in and for said County and State, on this first day of September, 1911, personally appeared E. M. Kerst and Lulu V. Kerst, 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 Sept 21 - 1912

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That in the State of Oklahoma, the within-named mortgagor in consideration of the sum of 700.00 DOLLARS, to 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 has hereunto set hand this 1st day of Sept 1911.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 2nd day of Sept, A. D. 1911, at 3:05 o'clock P. M. Fee, \$1.00 Register of Deeds.

RECEIPT

Received of the within-named mortgagor the sum of 700.00 DOLLARS, in full satisfaction of the within mortgage.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

This instrument was filed for record on the 2nd day of Sept, A. D. 1911, at 3:05 o'clock P. M. Fees, \$1.00 By H. C. Walkley Deputy. (Seal)