

MORTGAGE RECORD

#34084

HALL DODD WORTH BOOK CO., LAWYER WORTH, KAN. No. 21054

MORTGAGE OF REAL ESTATE

THIS INDENTURE, Made this 2nd day of September A. D. 1911, between Ollie Marshall & Nora Marshall his wife of Tulsa County, in the State of Oklahoma, of the first part, and Nellie S. Heaton of Joplin Missouri County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of Seven Hundred Dollars Dollars (\$ 700.00), the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said party of the second part, her heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

All of lots Twenty-one (21) Twenty-two (22) twenty-three (23) and Twenty-four (24) in Block Seven (7) of Lynch & Foray's Addition to the City of Tulsa, Tulsa County, Oklahoma, according to the recorded plat filed therein. DOLLARS,

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 Ollie Marshall & Nora Marshall have this day executed and delivered their certain promissory note in writing to said party of the second part, described as follows:

\$700.00 Tulsa Okla. Sept 2nd, 1911.
Two years after date for value received we promise to pay to Nellie S. Heaton or order, Seven Hundred & 00/100 Dollars at Colonial Trust Company, Tulsa, To bear interest at the rate of 8 per cent per annum payable semi-annually from date, and further hereby agree that if this note is not paid when due, to pay all costs necessary for collection including ten per cent for attorney's fees.

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

Ollie Marshall
Nora Marshall

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, Robert E. Lynch Notary Public in and for said County and State, on this 2nd day of September 1911, personally appeared Ollie Marshall and Nora Marshall, 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 6/29 1914 Robert E. Lynch Notary Public

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS: That the within-named mortgage of the within-named mortgage County, in the State of Oklahoma, the within-named mortgage in consideration of the sum of Seven Hundred Dollars DOLLARS, to her 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 mortgage has hereunto set her hand this 2nd day of September 1911.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 6 day of Sept A. D. 1911, at 4:00 o'clock P.M. Fee, \$0.50 Register of Deeds.

RECEIPT

Received of the within-named mortgagor the sum of Seven Hundred Dollars DOLLARS, in full satisfaction of the within mortgage.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

This instrument was filed for record on the 6 day of Sept A. D. 1911, at 4:00 o'clock P.M. Fees, \$0.50 By H. E. Walkley Deputy. (Seal)