

MORTGAGE RECORD

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MORTGAGE OF REAL ESTATE

THIS INDENTURE, Made this 15th day of September A. D. 1911, between J.M. Pitezel & Ella Pitezel, his wife of Tulsa County, in the State of Oklahoma, of the first part, and Exchange National Bank of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said party of the first part, in consideration of Three hundred and no/100 Dollars (\$ 300.00), the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said party of the second part, its heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

All that part of Lot one (1) and two (2) in Block two (2) in the Factory Addition to the City of Tulsa, Oklahoma which lies South and West of a line drawn across said lots running from the North West to the South East and described as follows: Beginning at the South East corner of said Lot two (2) and running thence in a Northwesterly direction to a point on the North line of said Lot one (1) 25.9 feet east of the North West corner of said Lot one (1) together

TO HAVE AND TO HOLD THE SAME unto the said party of the second part, its 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 parties have, this day executed and delivered, one certain promissory note in writing to said party of the second part, described as follows:

Dated Tulsa, Oklahoma, Sept. 15th, 1911 for one month payable to the Exchange National Bank of Tulsa, Oklahoma for Three hundred fifty Dollars (\$350.00) With interest at the rate of ten percent per annum from maturity until paid, and signed by J.M. Pitezel and Ella Pitezel, his wife

Now, if said party of the first part shall pay or cause to be paid to said party of the second part, its 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 party of the first part for said consideration do hereby expressly waive an appraisal of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma.

IN WITNESS WHEREOF, The said party of the first part have hereunto set their hands the day and year first above written.

John M. Pitezel
Ella Pitezel

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, Arthur Newlin Notary Public in and for said County and State, on this 15th day of September, 1911, personally appeared John M. Pitezel and Ella Pitezel, 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 October 3rd, 1914 Arthur Newlin Notary Public.

KNOW ALL MEN BY THESE PRESENTS:

That Exchange National Bank of Tulsa County, in the State of Oklahoma, the within-named mortgagor, in consideration of the sum of 300.00 DOLLARS, to John M. Pitezel & Ella Pitezel 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 mortgagor have hereunto set their hands this 15th day of September, 1911.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 16th day of Sept, A. D. 1911, at 8 o'clock P. M. Fee, \$ 1.00 Register of Deeds.

RECEIPT

Received of Exchange National Bank the sum of 300.00 DOLLARS, in full satisfaction of the within mortgage.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

This instrument was filed for record on the 16th day of Sept, A. D. 1911, at 8 o'clock P. M.

Fees, \$ 1.00 By H. O. Walkley Deputy, Register of Deeds.

(Seal)

* with the right of ingress and egress from the east part of Lot two (2) and to Quincy Street in said addition.