

MORTGAGE RECORD

575

#34359

SAMP. DODSWORTH BOOK CO., LEAVENWORTH, KAN., No. 21051

COMPLAINT

MORTGAGE OF REAL ESTATE

THIS INDENTURE, Made this 18th day of September, A. D. 1911, between Andrew J. Glone, a single man of Tulsa County, in the State of Oklahoma, of the first part, and Merchants' National Bank, of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH That said part 1st of the first part, in consideration of Five hundred & no/100 Dollars (\$ 500.00), the receipt of which is hereby acknowledged, do hereby presents grant, bargain, sell and convey unto said part 2d of the second part, its successors and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: Lot eight (8) in block sixty four (64) in the City of Tulsa, Oklahoma according to the Government plat and survey thereof.

TO HAVE AND TO HOLD THE SAME unto the said part 2d of the second part, its successors 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 Andrew J. Glone has this day executed and delivered one certain promissory note in writing to said part 2d of the second part, described as follows: One note dated Sept. 18, 1911 due in three months from date in the sum of Five hundred dollars, same bearing interest from maturity at the rate of ten per cent per annum.

Now, if said part 1st of the first part shall pay or cause to be paid to said part 2d of the second part, its successors or assigns, said sum of money in the above-described note, undiscounted, 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 hereunto set his hand the day and year first above written.

Andrew J. Glone,

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, Ralston F. Morley a Notary Public in and for said County and State, on this 18 day of September, 1911, personally appeared Andrew J. Glone 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 Jan. 19 1915 Ralston F. Morley Notary Public.

KNOW ALL MEN BY THESE PRESENTS:

ASSIGNMENT

That in the State of Oklahoma, the within-named mortgagor in consideration of the sum of Five hundred & no/100 DOLLARS, to Merchants' National Bank 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 mortgagee has hereunto set his hand this 18 day of September, 1911.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 18 day of September, A. D. 1911, at 2 o'clock P. M. Fee, \$ 1.00 Register of Deeds.

RECEIPT

Received of Merchants' National Bank the within-named mortgagor, the sum of Five hundred & no/100 DOLLARS, in full satisfaction of the within mortgage.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

This instrument was filed for record on the 18 day of September, A. D. 1911, at 2 o'clock P. M. Fees, \$ 1.00 By H. O. Walkley Deputy. Register of Deeds.

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