

## MORTGAGE RECORD

SAMUEL BODSWORTH BOOK CO., LEAVENWORTH, KAN., No. 21054

## MORTGAGE OF REAL ESTATE

THIS INDENTURE, Made this 19 day of Sept, A. D. 1911, between  
Edna M. Deeds & E. D. Deeds of Tulsa County, in the State of  
 Oklahoma, of the first part, and W. H. Neas of Tulsa County, in the State of  
 Oklahoma, of the second part:

WITNESSETH, That said part of the first part, in consideration of  
Twelve Hundred and no/100 Dollars  
 the receipt of which is hereby acknowledged, do... by these presents grant, bargain, sell and convey unto said part of the second part, his heirs and  
 assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:  
Lots Seven, Eight, nine, ten, Eleven and twelve  
in Block twenty Seven (27) in the town of  
Broken Arrow, Tulsa County, Oklahoma

TO HAVE AND TO HOLD THE SAME unto the said part of the second part, his heirs and assigns, together with all and singular the tenements,  
 hereditaments and appurtenances thereto belonging, or in anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas, said Edna M. Deeds & E. D. Deeds  
 has on this day executed and delivered one certain promissory note in writing to said part of the second part, described as follows:

Broken Arrow Okla., Sept 19, 1911, two years after date with  
out demand, notice or protest, we or either of us promise to pay  
to the order of W. H. Neas, twelve hundred and no dollars for value received  
negotiable and payable, and with interest from date at the rate of  
10 per cent per annum until paid. If the interest is not paid  
annually it shall become a part of the principal and bear the  
same rate of int. Parties of First shall keep said property insured  
in favor of second party as his interest may appear so long as  
this note remains in force.

Now, if said part of the first part shall pay or cause to be paid to said part 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 of the second part shall be entitled to the  
 possession of said premises. And the said part of the first part for said consideration do hereby expressly waive an appraisalment 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 of the first part has hereunto set their hand the day and year first above written.

Edna M. Deeds  
E. D. Deeds

## STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, A. L. Laws Notary Public  
 in and for said County and State, on this 23 day of Sept, 1911, personally appeared  
Edna M. Deeds and E. D. Deeds, her husband  
 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 Mar, 28 1912

A. L. Laws  
Notary Public

## KNOW ALL MEN BY THESE PRESENTS:

## ASSIGNMENT

That Edna M. Deeds & E. D. Deeds of Tulsa County,  
 in the State of Oklahoma, the within-named mortgagor, in consideration of the sum of 1200 and no/100 DOLLARS,  
 to W. H. Neas 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, has hereunto set his hand this 23 day of Sept, 1911.

## EXECUTED IN PRESENCE OF

This assignment was filed for record on the 25 day of Sept, A. D. 1911, at 8 o'clock PM. Fee, \$1.00.  
W. H. Neas Register of Deeds.

## RECEIPT

Received of W. H. Neas the within-named mortgagor, the sum of 1200 and no/100 DOLLARS,  
 in full satisfaction of the within mortgage.

## STATE OF OKLAHOMA, TULSA COUNTY, ss.

This instrument was filed for record on the 25 day of Sept, A. D. 1911, at 8 o'clock PM.  
 Fees, \$1.00.

By H. C. Walkley Deputy, Register of Deeds.

(Seal)