

MORTGAGE RECORD

34667

BANK DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 21054

MORTGAGE OF REAL ESTATE

THIS INDENTURE, Made this 30th day of September, A. D. 1911, between Georgia F. Crummett, a single woman of Tulsa County, in the State of Oklahoma, of the first part, and Agnes J. Sheridan of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said party of the first part, in consideration of Two Hundred Dollars (\$ 200.00),

the receipt of which is hereby acknowledged, does by these presents grant, bargain, sell and convey unto said party of the second part, his heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

The West Sixty five and nine tenths (65.9) feet of Lot Five (5) in Block Two Hundred and two (202) of the City of Tulsa, Oklahoma, being 65.9 feet on Twelfth Street 152.7 feet deep on West alley, 140 feet deep on East side and 61 feet on North alley.

This mortgage is subject to two prior mortgages in favor of the United State Mortgage Trust Company of Kansas for \$1800.00 and \$270.00 dated September 17, 1911.

TO HAVE AND TO HOLD THE SAME unto the said party 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 Georgia F. Crummett has this day executed and delivered her certain promissory note in writing to said party of the second part, described as follows:

Note for \$200.00 dated June 17, 1911, due December 17, 1911, with interest at the rate of ten per cent from date.

Now, if said party of the first part shall pay or cause to be paid to said party 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 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 does hereby expressly waive an abatement 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 has hereunto set her hand the day and year first above written.

Georgia F. Crummett,

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, E. A. Lilly Notary Public in and for said County and State, on this 30th day of September, 1911, personally appeared Georgia F. Crummett a single woman to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires Sept 21 1912 E. A. Lilly

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS: That Georgia F. Crummett of Tulsa County, in the State of Oklahoma, the within-named mortgagor, in consideration of the sum of 200.00 DOLLARS, to Agnes J. Sheridan in hand paid, the receipt whereof is hereby acknowledged, do hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto Agnes J. Sheridan 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, Agnes J. Sheridan hereunto set her hand this 30th day of September, 1911.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 2 day of Oct, A. D. 1911, at 145 o'clock M. Fee, \$ 1.00 Register of Deeds.

RECEIPT

Received of Agnes J. Sheridan the within-named mortgagor, the sum of 200.00 DOLLARS, in full satisfaction of the within mortgage.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

This instrument was filed for record on the 2 day of Oct, A. D. 1911, at 145 o'clock M. Fees, \$ 1.00

By H. O. Walkley Deputy. Register of Deeds.

(Seal)

* In case of foreclosure first party agrees to pay an attorney fee of \$20.00, which this mortgage also reserves.