

COMPARED

## MORTGAGE RECORD

# 34819

SAM'L DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 21054

## MORTGAGE OF REAL ESTATE

THIS INDENTURE Made this

7th

day of

October

A. D. 1911, between

A. J. Keeling and Edna Keeling  
Oklahoma, of the first part, and  
F. S. Gray  
Oklahoma, of the second part:Tulsa  
County, in the State of  
Missouri  
County, in the State of

WITNESSETH, That said part of the first part, in consideration of

Six Hundred

Dollars (\$ 600.00 ),

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:  
All of lot eight (8) block (8) of the Bunch  
and Fourth Addition to the City of Tulsa,  
Tulsa County Oklahoma, according  
to the recorded plat of said addition.

DOLLARS,

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 thereunto belonging, or in anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas, said first parties have this day executed and delivered their certain promissory note in writing to said part of the second part, described as follows:

Tulsa Okl, Oct 7, 1911,  
One year after date, for value received, we or either of us  
promise to pay to the order of F. S. Gray, Six Hundred  
Dollars \$ 600.00, with interest at the rate of eight per cent, per  
annum, payable annually, from date until  
paid. The interest if not paid when due, to become  
as principal and bear the same rate of interest, and  
in case this note is collected by an attorney, or \*

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 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 of the first part have hereunto set their hand the day and year first above written.

A. J. Keeling  
Edna Keeling,

## STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, B. F. Pettus

Notary Public

in and for said County and State, on this 7th day of October 1911, personally appeared A. J. Keeling and Edna Keeling, 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 Sept. 12, 1912 B. F. Pettus,

KNOW ALL MEN BY THESE PRESENTS:

## ASSIGNMENT

That of County, in the State of Oklahoma, the within-named mortgagor in consideration of the sum of DOLLARS, to 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 mortgage have hereunto set their hand this day of 1911

EXECUTED IN PRESENCE OF

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

## RECEIPT

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

## STATE OF OKLAHOMA, TULSA COUNTY, ss.

This instrument was filed for record on the 7 day of Oct A. D. 1911, at 140 o'clock M.

Fees, \$ H. E. Walkley, Register of Deeds.

By (Seal) Deputy

\* My legal proceedings, we agree to pay an additional sum of ten per cent on the amount of this note as attorney's fees; Signed A. J. Keeling and Edna Keeling.