

# MORTGAGE RECORD

~~34890~~

COMPARED

SAML DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 2105-1

# MORTGAGE OF REAL ESTATE

THIS INDENTURE, Made this 28th day of September, A. D. 1911, between Anna L. French & John L. French her husband of Tulsa County, in the State of Oklahoma, of the first part, and Charles W. Smith of Springfield Missouri, of the second part:

WITNESSETH, That said parties of the first part, in consideration of Three Thousand Seven  
Hundred (\$3,700.00) Dollars (\$ 3,700.00 )

the receipt of which is hereby acknowledged, do..... 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: 6

That part of lot 7, Section 26, Township 20 North, Range 12 East of Indian Base Meridian in Tulsa County, Oklahoma, described as follows: Beginning at a point 330 <sup>feet</sup> ~~feet~~ East of Southwest Corner of said lot 7; running thence a distance north of 175 feet; thence East 75 feet; thence running north a distance of 330 feet; thence West a distance of 75 feet; thence north 10.5 feet; thence west 330 feet, to Cherokee and Osage Line; \*

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 Anna L. French & John L. French  
have herebefore to Charles W Smith  
this day executed and delivered to said certain promissory notes in writing to said party of the second part, described as follows:

One note dated June 2nd, 1908 for \$2700, as due December 2, 1908 with interest at 10 per cent from date; and

One note, dated December 2nd 1908 for \$500.00 due June 2 1909 with interest at 10% from date, and

One note, dated January 10th 1910 for \$500.00  
due January 10th 1911, interest ten percent per  
annum from date.

Now, if said parties of the first part shall pay or cause to be paid to said parties 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 parties of the second part shall be entitled to the possession of said premises. And the said parties 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 parties of the first part have hereunto set their hands the day and year first above written.

Anna S. French  
John S. French

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, Eugene D. Reed, a Notary Public  
in and for said County and State, on this 28th day of September, 1911, personally appeared  
Anna D. French and John D. French 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 August 21st 1012 Erin L. Reed  
 Notary Public

**ASSIGNMENT**

## ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_ of \_\_\_\_\_ County, in the State of Oklahoma, the within-named mortgagor \_\_\_\_\_ in consideration of the sum of \_\_\_\_\_ to \_\_\_\_\_ and \_\_\_\_\_ 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 condition herein collected.

IN WITNESS WHEREOF, The said mortgagee, ha..... hereunto set, ..... day of .....

EXECUTED IN PRESENCE OF \_\_\_\_\_

EXECUTED IN PRESENCE OF

This assignment was filed for record on the..... day of ..... A. D. 19..... at .....  
o'clock..... M. Fee, \$.....

## RECEIPT

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

STATE OF OKLAHOMA, TULSA COUNTY, ss.

This instrument was filed for record on the 11 day of Feb, A.D. 1911, at 8 o'clock a. M.  
Fees, \$ 1.00

By \_\_\_\_\_ Deputy \_\_\_\_\_ Register of Deeds.