

MORTGAGE RECORD

34900

RAML DODD WORTH BOOK CO., LAWYER WORTH, KAN. No. 21024

MORTGAGE OF REAL ESTATE

THIS INDENTURE, Made this 15th day of April, A. D. 1911, between W. A. McKim of Tulsa County, in the State of Oklahoma, of the first part, and J. F. Panther of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part of the first part, in consideration of nine hundred twenty-five & no/100 (\$925.00) Dollars to the receipt of which is hereby acknowledged, do hereby 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 that portion or part of the South-half (1/2) of the Southwest Quarter (1/4) of Section Twenty-nine (29) in Township Seventeen (17) North and Range Fourteen (14) East, situate and located on the south side of the present Midland Valley Rail Road Co's right of way; containing 49 acres more or less,

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 W. A. McKim has this day executed and delivered one certain promissory note, in writing to said part of the second part, described as follows:

Duplicate of which is hereto attached, \$925.00 duplicate, Bixby, Oklahoma, Apr. 15th, 1911. On Jan. 1st, 1912 without grace, after date, for value received as principal promised to pay to the order of J. F. Panther of the Bank of Bixby, Bixby, Oklahoma, nine hundred twenty-five & no/100 Dollars, in lawful money of the United States of America, or equal to the present standard of value, with interest at ten per cent per annum from maturity; interest to become

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 his hand the day and year first above written.

W. A. McKim,

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, Notary Public in and for said County and State, on this 15th day of April, 1911, personally appeared W. A. McKim and he 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 March, 22nd 1911. C. Lipscomb Notary Public

KNOW ALL MEN BY THESE PRESENTS:

ASSIGNMENT

That W. A. McKim of Tulsa County, in the State of Oklahoma, the within-named mortgagor, in consideration of the sum of 925.00 Dollars, to J. F. Panther in hand paid, the receipt whereof is hereby acknowledged, do hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto his 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 15th day of April, 1911.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 11th day of Oct, A. D. 1911, at 10:25 o'clock a. M. Fee, \$ 1.00 Register of Deeds.

RECEIPT

Received of W. A. McKim the within-named mortgagor the sum of 925.00 Dollars, in full satisfaction of the within mortgage.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

This instrument was filed for record on the 11th day of Oct, A. D. 1911, at 10:25 o'clock a. M. Fees, \$ 1.00 By H. E. Walkley Deputy. (Seal)

* as principal when due and bear the same rate of interest. The makers and endorser of this note hereby severally waive presentment for payment, notice of non-payment, protest, and notice of protest, and extend the time of payment without further notice thereof. Assignment and all exemptions insured, of which we reserve the right to judgment. He transferred for ten per cent additional attorney's fees and we hereby give full authority to said without notice, upon non-payment of this note. W. A. McKim.