

MORTGAGE RECORD

MORTGAGE OF REAL ESTATE

THIS INDENTURE, Made this 9th day of October, A. D. 1911, between Wilbur W. Neal & Alice S. Neal his wife of Tulsa County, in the State of Oklahoma, of the first part, and Thomas M. Phillis of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of Five hundred and no/100 Dollars (\$ 500.00), 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: Lot numbered Four (4), Block numbered Four (4), Starbrey Addition to Tulsa, Oklahoma Five hundred and no/100 DOLLARS,

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 Wilbur W. Neal & Alice S. Neal on this day executed and delivered one certain promissory note in writing to said party of the second part, described as follows:

Two years after date, for value received we promise to pay to the order of Thomas M. Phillis, Five Hundred Dollars at with interest at the rate of eight per cent per annum, payable semi 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 by legal proceedings we agree to pay an additional sum of ten per cent on the amount of this note as attorney's fees. Permission granted to pay note and take up this mortgage at the end of one year.

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 parties of the first part for said consideration do hereby expressly waive an appraisal 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 our hand the day and year first above written.

Wilbur W. Neal,
Alice S. Neal,

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, Phil C. Kramer a Notary Public in and for said County and State, on this 9th day of October, 1911, personally appeared Wilbur W. Neal and Alice S. Neal, 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 June 21, 1913 Phil C. Kramer Notary Public,

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That the parties of the first part of Tulsa County, in the State of Oklahoma, the within-named mortgagor in consideration of the sum of Five hundred and no/100 DOLLARS, to Thomas M. Phillis 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 mortgagee ha hereunto set his hand this 10th day of October, 1911.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 12th day of October, A. D. 1911, at 2:30 o'clock P.M. Fee, \$0.25 Register of Deeds.

RECEIPT

Received of Thomas M. Phillis the within-named mortgagor the sum of Five hundred 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 12th day of October, A. D. 1911, at 2:30 o'clock P.M. Fees, \$0.25 By H. C. Walkley Deputy. (Seal)