

COMPARED 34989

MORTGAGE RECORD

62

MORTGAGE OF REAL ESTATE

THIS INDENTURE, Made this 2nd day of October, A. D. 1911, between Otto Sharp and Eva D. Sharp of Kansas, of the first part, and W. H. Entrikin of Dickinson, of the second part:

WITNESSETH, That said part 1st of the first part, in consideration of Two hundred and Eighty and 00/100 Dollars (\$280.00), the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto said part 2d of the second part, his heirs and assigns, the following-described Real Estate, situated in Town of Broken Arrow, County, and State of Oklahoma, to-wit: All of lots Four (4), Five (5) and Six (6) in Block Six (6) of Fears Addition to the town of Broken Arrow, as shown by the Recorded Plat thereof. DOLLARS,

TO HAVE AND TO HOLD THIS SAME unto the said W. H. Entrikin, 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 Otto Sharp and Eva D. Sharp, have this day executed and delivered one certain promissory note in writing to said part 2d of the second part, described as follows: of which the following is a copy: Oakley, Kansas, October 2nd, 1911 \$280. On or before, October 1st 1913 after date five months from date, promise to pay W. H. Entrikin, or order, at the First National Bank, Oakley, Kansas the sum of Two Hundred and Eighty Dollars for value received, with interest at 8 per cent per annum from date, interest payable annually, and defaulting interest to draw same rate of interest as principal. The maker endorses and grants of this note hereby severally waive presentment for payment, notice of non-payment, protest and notice of protest, and diligence in bringing suit against any party hereto, and agrees to consent that the time of payment of said note shall be extended without notice thereof. Now, if said part 1st of the first part shall pay or cause to be paid to said part 2d 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 the entire note 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 2d of the second part shall be entitled to the possession of said premises. And the said part 1st of the first part for said consideration do hereby expressly waive an appraisement of said real estate and all benefits of the homestead exemption and stay laws of the State of Oklahoma.

IN WITNESS WHEREOF, The said part 1st of the first part have hereunto set their hands the day and year first above written.

Otto Sharp
Eva D. Sharp

Kansas, Logan
STATE OF OKLAHOMA, TULSA COUNTY, ss. Be it remembered that on this 2nd day of October, A. D. 1911, before me, the undersigned, a Notary Public in and for said County and State, on this day appeared Otto Sharp and Eva D. Sharp, husband and wife who are personally known to me to be the same persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same, and that they have hereunto set my hand and affixed my seal this day and year first above written. V. J. Gagar, Notary Public, Term expires May 12, 1912. (Seal)

KNOW ALL MEN BY THESE PRESENTS: That the within-named mortgage in consideration of the sum of 280.00 Dollars, to W. H. Entrikin 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... hereunto set... hand this... day of... 19...

EXECUTED IN PRESENCE OF

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

RECEIPT

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

STATE OF OKLAHOMA, TULSA COUNTY, ss. This instrument was filed for record on the 14 day of Oct, A. D. 1911, at 8 o'clock a. M. Fees, \$... By H. C. Walkley Deputy. (Seal)

Signed Otto Sharp,
Eva D. Sharp.