

COMPARED  
#35111

MORTGAGE RECORD

MORTGAGE OF REAL ESTATE

THIS INDENTURE, Made this 17th day of October, A. D. 1911, between A. Y. Boswell & wife Mattie J. Boswell, Tulsa, Oklahoma, of the first part, and Henry T. Wilcox, of Adams, Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of Eight Hundred Dollars (\$800.00), the receipt of which is hereby acknowledged, do hereby 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:

The north sixty-six feet of lot numbered One (1) in Block numbered Two Hundred (200) in the City of Tulsa, according to plat on file thereof. DOLLARS, First parties agree to keep said premises insured in some good insurance company, in a sum not less than six hundred dollars, loss of any payable to mortgagee as his interest may appear.

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 A. Y. Boswell & Mattie J. Boswell, on this day executed and delivered one certain promissory note in writing to said party of the second part, described as follows:

For a principal sum of eight hundred dollars, due one year after date hereof, bearing eight per cent interest per annum from date and if not paid when due to become part of principal and bear interest at same rate.

Said note is not paid when due and is collected by an atty-atorney or by suit, first parties agree to pay ten dollars, and ten per cent of the amount as attorney fees.

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

A. Y. Boswell  
Mattie J. Boswell

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, Notary Public in and for said County and State, on this 18th day of October, 1911, personally appeared A. Y. Boswell and Mattie J. Boswell, 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 May 29, 1913. Arthur Farmer, Notary Public

KNOW ALL MEN BY THESE PRESENTS: ASSIGNMENT

That in the State of Oklahoma, the within-named mortgagor is 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 mortgagee ha hereunto set hand this day of 19

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 18 day of Oct A. D. 1911, at 250 o'clock P. Fees, \$ H. C. Walkley, Register of Deeds.

By (Seal) Deputy