

OXYANOS

MORTGAGE RECORD

#50333

MORTGAGE

This Indenture, Made this Eleventh day of April in the year of our Lord One Thousand and one hundred and thirteen (1913) between John W. Cahaney and Bertha C. Cahaney his wife of the County of Tulsa and State of Oklahoma, of the first part, and THE JEFFERSON TRUST COMPANY, a corporation under and by virtue of the laws of Oklahoma, of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of Fifty & no/100 (\$50.00) DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do GRANT, BARGAIN, SELL AND MORTGAGE to the said party of the second part, its successors or assigns, forever, all that tract or parcel of land situated in the County of Tulsa and State of Oklahoma, described as follows, to-wit:

Lot Two (2) in Block Nineteen (19) of Lillie Hall Addition to the city of Tulsa Oklahoma according to the official plat and survey thereof

Meridian, containing in all one acre, more or less, according to the government survey thereof; with the appurtenances and all the estate, title and interest of the said party of the first part therein. And the said party of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, and will warrant and defend the same, and that the same is free and clear of all incumbrance of whatsoever kind, except one certain mortgage for \$500.00 made to THE JEFFERSON TRUST COMPANY. This grant is intended as a mortgage to secure the payment of the sum of Fifty & no/100 (\$50.00) DOLLARS, payable as follows, to-wit: \$ 25.00 Oct 1st 1913 \$ 25.00 April 1st 1914

according to the terms of two certain promissory notes this day executed and delivered by the said party of the first part to the said party of the second part; and this conveyance shall be void if such payment be made as herein specified. Now if payment is made as provided, this mortgage shall be released at the cost of the mortgagors, which costs they agree to pay, but if said sum of money, or any interest thereon, is not paid when due, or if any taxes or assessments, now or hereafter levied or imposed in said County or State, against said real estate, or upon this mortgage or the notes secured thereby, or if any installment of principal or interest of any mortgage or lien prior to this, are not paid when the same are due and payable, or if default be made in the agreement to keep said property insured, as hereinafter set forth, then, in either of these cases, the sum hereby secured, with the interest thereon, shall immediately become due and payable, at the option of the mortgagee or assigns, without notice. But the legal holder of this mortgage may, at his option, pay such taxes, assessments or installments of principal or interest, or charges for insurance, so due and payable, if the mortgagor or assigns shall neglect or refuse to pay, and said amounts, together with interest thereon, at the rate of 10 per cent. per annum, payable semi-annually, shall be an additional lien upon the said mortgaged property; and the same shall be secured by this mortgage, and it shall be lawful for said party of the second part, its successors or assigns, at any time thereafter, to sell the premises hereby granted or any part thereof, in the manner prescribed by law, appraisement hereby waived, or not, at the option of the party of the second part, its successors or assigns, and the said mortgagee or assigns shall be entitled to the immediate possession of the premises and the rents, issues and profits thereof, and out of all the moneys arising from such sale to retain the amount then due for principal and interest, together with the costs and charges of making such sale; and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said party of the first part, their heirs and assigns.

Said mortgagor agree to keep the buildings erected or to be erected on said land insured to the amount of Five Hundred (\$500.00) Dollars, to the satisfaction, and for the benefit of the mortgagee or assigns, from this time until said debt and all liens by virtue hereof are fully paid.

IN WITNESS WHEREOF, The said party of the first part hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of

S. M. Dugger
A. C. Thompson

John W. Cahaney (SEAL)
Bertha C. Cahaney (SEAL)

RELEASE

KNOW ALL MEN BY THESE PRESENTS, That THE JEFFERSON TRUST COMPANY, the mortgagee within named, does hereby acknowledge full payment of the debt by the foregoing mortgage secured, and authorizes the Register of Deeds of Tulsa County, Oklahoma, to discharge the same of record, the note hereby secured having been cancelled and delivered to the makers thereof.

IN WITNESS WHEREOF, We have hereunto set our hand and corporate seal on this 11th day of April 1913.

ATTEST:

THE JEFFERSON TRUST COMPANY,

By

STATE OF OKLAHOMA,

County, } ss.

Before me, a Notary Public in and for said County and State on this 27th day of March 1913, personally appeared John W. Cahaney and Bertha C. Cahaney his wife

to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at Tulsa Oklahoma on the day last above written.

My commission expires

Notary Public.

STATE OF OKLAHOMA,

County, } ss.

Before me, a Notary Public in and for said County and State on this 27th day of March 1913, personally appeared John W. Cahaney and Bertha C. Cahaney his wife

to me known to be the identical person who executed the within and foregoing instrument and each for themselves acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at Tulsa Oklahoma on the day last above written.

My commission expires

Notary Public.

This instrument was filed for record on the 17 day of Apr A. D. 1913, at 2:45 o'clock P. M.

by A. J. Weaver Deputy.

Deputy.

Lewis C. Cline Register of Deeds.

and said mortgagors further expressly promise and agree that in the event the Note or Notes secured hereby are placed in the hands of any attorney for collection by suit or otherwise or by action is brought to foreclose this mortgage for default in any of the conditions herein that they will pay a reasonable attorney's fee of Twenty Five (\$25.00) dollars which this short page also secures and do hereby for value received expressly waive appraisement of real estate together with all rights of stay redemptions and homestead