

MORTGAGE RECORD

#51956

MORTGAGE

This Indenture, Made this seventeenth day of May in the year of our Lord One Thousand Nine Hundred and Thirteen (1913) between J. J. Smiley and Minnie Smiley 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 part ies of the first part, in consideration of the sum of one Hundred Twenty \$ 120.00 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 Twenty six (26) of
Armen Addition to the city of Tulsa according
to the Official Plat and Survey thereof

Meridian, containing in all acres, more or less, according to the government survey thereof, with the appurtenances and all the estate, title and interest of the said part ies of the first part therein. And the said part ies of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner 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 \$ 800.00 made to THE JEFFERSON TRUST COMPANY. This grant is intended as a mortgage to secure the payment of the sum of

one Hundred Twenty + no/1.00 (\$120.00) DOLLARS, payable as follows, to-wit: \$ 60.00 1st 1913 \$ 60.00 June 1st 1914

according to the terms of two certain promissory notes this day executed and delivered by the said part ies 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 or 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, appraisal 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 part ies making such sale, on demand, to the said part ies of the first part their heirs and assigns.

Said mortgagor ies agree to keep the buildings erected or to be erected on said land insured to the amount of Eight Hundred (\$800.00) 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 part ies of the first part have hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of
J. H. Shields (Seal)
J. L. Chancellor (Seal)
J. J. Smiley (Seal)
Minnie Smiley (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 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 day of 19 .
ATTEST: THE JEFFERSON TRUST COMPANY,
By

STATE OF OKLAHOMA,
Tulsa County, } ss.

Before me, a Notary Public in and for said County and State on this Eighth day of May 1913, personally appeared J. J. Smiley and Minnie Smiley 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 on the day last above written.

My commission expires Notary Public.
STATE OF OKLAHOMA,
Tulsa County, } ss.

Before me, a Notary Public in and for said County and State on this Eighth day of May 1913, personally appeared J. J. Smiley and Minnie Smiley 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 June 21 1914 (Seal) J. H. Shields Notary Public.

This instrument was filed for record on the 6 day of June A. D. 1913, at 10 o'clock A. M.
 Deputy. Lewis Poline Register of Deeds.

Handwritten note in left margin:
If 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 execution by suit or otherwise on their action is brought to fore close this mortgage for default in any of the conditions herein that they will pay a reasonable attorneys fee of twenty five (25.00) dollars and that the mortgage, also security and do hereby for none receiving expressly waive appointment of real estate executor with all rights of step redemption and homestead.