

1668 - MORTGAGE OF REAL ESTATE

To E. S. Chamberlin

133

This Indenture, Made this 6th day of March A. D. 1908, between William E. Rogers & Sadie A. Rogers of Okfuska County, in the State of Oklahoma, of the first part, and E. S. Chamberlin of Okfuska County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1 of the first part, in consideration of the sum of Four Hundred \$ (#400.00) Dollars, the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto said part 2 of the second part his heirs and assigns, the following described REAL ESTATE, situated in Okfuska County, and State of Oklahoma, to-wit:

Lot Number Nineteen and Twenty in Block number sixteen in the town of Broken Arrow.

Dollars

TO HAVE AND TO HOLD THE SAME, unto the said part 2 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 William E. Rogers and Sadie A. Rogers have this day executed and delivered one certain promissory note in writing to said part 2 of the second part, described as follows:

Broken Arrow, Okla. March 6, 1908.
Two years after date we promise to pay to the order of E. S. Chamberlin
E. S. Chamberlin Four Hundred Dollars, for value received
negotiable and payable without devaluation or discount and
with interest from date at the rate of 15 per cent per annum
and if the interest be not paid annually to become as
Principal and bear the same rate of interest.
Interest Payable annually.

Now, if said part 1 of the first part shall pay or cause to be paid to said part 2 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 part 2 of the second part shall be entitled to the possession of said premises. And the said part 1 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 part 1 of the first part have hereunto set their hands the day and year first above written.

William E. Rogers
Sadie A. Rogers

STATE OF OKLAHOMA. }
COUNTY. } ss.

Before me, D. S. Hurd Notary Public
in and for said County and State on this 6th day of March 1908, personally appeared William E. Rogers and Sadie A. Rogers 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 Jan. 21 1911

(Seal)

D. S. Hurd

Notary Public

This instrument was filed for Record on the 9 day of Mar A. D. 1908, at 2:10 o'clock P. M., and duly recorded the 9 day of Mar 1908

By H. C. Walkey Deputy.

(Seal)

Register of Deeds.