

MORTGAGE OF REAL ESTATE

DORSEY Printing Company, Dallas, Texas

THIS INDENTURE Made this 25 day of June A.D. 1909, between John L. Rogers, Hattie Rogers, his wife of Tulsa County, in the State of Oklahoma, of the first part, and A. B. Laffoon of Montgomery County, in the State of Oklahoma, of the second part;

WITNESSETH, That said part 1st of the first part, in consideration of One hundred and eighty Dollars (\$180.00) the receipt of which is hereby acknowledged, do by these 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 south half (1/2) of the northeast quarter (1/4) of the southwest 1/4 of section 7, township 22 north, range 13 east, one hundred and eighty DOLLARS  
Free of all encumbrances except mortgage of three hundred and fifty dollars

TO HAVE AND TO HOLD The same unto the said part 1st 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 John L. Rogers and Hattie Rogers have this day executed and delivered one certain promissory note in writing to said part 1st of the second part, described as follows:

\$180.00 Schatook, Okla June 5-1909  
June 25-1909 after date, we or either of us Promise to pay to the order of  
A. B. Laffoon, one hundred and eighty dollars. Payable at Coffeyville, Kan.  
with interest at the rate of eight per cent per annum from date. Interest  
payable semiannually.  
Witness to the mark.

Now, if said part 1st of the first part shall pay or cause to be paid to said part 1st 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 1st of the second part shall be entitled to possession of said premises. And the said part 1st of the first part for said consideration do hereby expressly waive an appraisalment 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 1st of the first part have hereunto set their hand the day and year first above written.

Witness to mark L. M. Higley  
A. B. Laffoon

State of Oklahoma,

Tulsa County ss.

BEFORE ME A. B. Laffoon, a Notary Public in and for said County and State on this 25 day of June 1909, personally appeared John L. Rogers and Hattie Rogers, 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 7/15 1911

ASSIGNMENT

Know All Men by These Presents:

THAT John L. Rogers, Hattie Rogers, his wife of Tulsa County, in the State of Oklahoma, the within named Mortgagee in consideration of the sum of 180 and 00 DOLLARS to John L. Rogers, Hattie Rogers, his wife in hand paid, the receipt whereof is hereby acknowledged, do hereby Sell, Assign, Transfer, Set Over and Convey unto John L. Rogers, Hattie Rogers, his wife 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 have hereunto set their hand this 25 day of June 1909

EXECUTED IN PRESENCE OF

State of Oklahoma,

County ss.

This Assignment was filed for record on the 25 day of June A.D. 1909 at 8 o'clock A.M., and duly recorded in Book 19 on page 19 Fee, \$ 1.00

\$ 1.00 1909 Register of Deeds.

RECEIPT.

RECEIVED OF John L. Rogers, Hattie Rogers, his wife the within named Mortgagor the sum of 180 and 00 DOLLARS, in full satisfaction of the within Mortgage.

FILED FOR RECORD On the 25 day of June A.D. 1909 at 8 o'clock A.M.

(Seal)

H. C. Walkey

Register of Deeds.