

488

STATE OF ILLINOIS)
) SS.
COUNTY OF STEPHENSON)

Before me, a Notary Public, in and for said County and State, on this second day of May 1924, personally appeared C. W. Chapman, known to me to be the identical person who subscribed the name of the maker thereof to the within and foregoing instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed, and the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

My commission expires April 29, 1927 (SEAL) Jennings Eder, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, May 10, 1924 at 11:50 o'clock A. M. in Book 488, page 52

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

257950 C.J.

MORTGAGE OF REAL ESTATE.

TREASURER'S ENDORSEMENT
I hereby certify that I have received \$64 and Received No. 14874
on the within mortgage.
Dated May 12, 1924
W. W. Seider, County Clerk
8.B.

This indenture made this 10th day of March A. D. 1924, between Mary Maistrell Rodgers and A. T. Rogers of Tulsa County, in the State of Oklahoma of the first part and Harry Montague of Tulsa County, in the State of Oklahoma, of the Second part.

WITNESSETH, That said party of the first part in consideration of Seven Hundred Ninety Three & 60/100 Dollars, (\$793/60 the receipt of which is hereby acknowledged, do by those presents grant, bargain, sell and convey unto said party of the second part heirs and assigns, the following described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

One Second Mortgage on Lot 10 Block 2 Clover Ridge Addition to Tulsa, Okla.

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 any wise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition that whereas said Mary Maistrell Rodgers has this day executed and delivered a certain promissory note in writing to said party of the second part described as follows:

One note in the sum of \$793.60 payable at the rate of \$14.00 per month, with 8% interest.

This mortgage is subject to one First Mortgage with the Home Savings & Loan Assn of Bartlesville Okla payable at the rate of \$46.80 per month

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 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 possession of said premises. And said party 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 party of the first part has hereunto set her hand the