

## MORTGAGE RECORD, No. 57.

FROM

State of Oklahoma, Tulsa County, ss.

TO

This instrument was filed for record on the 22 day of Jan A. D. 1912, at 9<sup>15</sup> o'clock A. M.

Fees, \$

By W. C. Melby Register of Deeds.  
Deputy.

MORTGAGE OF REAL ESTATE—BANK DOWNSIDE BOOK CO., LEAVENWORTH, KAN. No. 19788.

THIS INDENTURE, Made this 14th day of January, A. D. 1912, between Arthur F. Adair and Mollie B. Adair, his wife of Cherokee County, in the State of Oklahoma, of the first part, and R. T. Bentley of Cherokee County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of Two Hundred Fifty (\$250.00) Dollars, the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said party of the second part and his heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: 26 1/4 of NW 1/4 and NW 1/4 of NE 1/4 of Sec 1, T. 22 N., R. 12 E., S. 1, a cress. 1/2 S. railroad right of way of section 24, Township 22 North, Range 12 East, containing 5 1/2 acres more or less DOLLARS,

TO HAVE AND TO HOLD THE SAME unto the said party of the second part and 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 Arthur F. Adair and Mollie B. Adair have this day executed and delivered their certain promissory note in writing to said party of the second part, described as follows:

One note for \$250.00 of even date herewith, bearing 7% interest from date until paid, payable to the order of R. T. Bentley, and due one year from date.

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

Arthur F. Adair  
Mollie B. Adair

STATE OF OKLAHOMA, Cherokee COUNTY, ss.

Before me Otto S. Miles a Notary Public in and for said County and State on this 14th day of January, 1912, personally appeared Arthur F. Adair and Mollie B. Adair 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 May 17th 1912 Sec.

Otto S. Miles  
Notary Public

KNOW ALL MEN BY THESE PRESENTS:

That Arthur F. Adair and Mollie B. Adair of Cherokee County, in the State of Oklahoma, the within-named mortgage in consideration of the sum of Two Hundred Fifty DOLLARS, to R. T. Bentley in hand paid, the receipt whereof is hereby acknowledged, do hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto

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 has hereunto set hand this 14th day of January, 1912.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 14th day of January, A. D. 1912, at 9 o'clock A. M. Fee, \$

Register of Deeds.

\$

## RECEIPT.

Received of R. T. Bentley the within-named mortgagor the sum of Two Hundred Fifty DOLLARS, in full satisfaction of the within mortgage.