

MORTGAGE RECORD, No. 57.

COMPILED

FROM

TO

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 25 day of Feb A. D. 1920, at 9 o'clock A. M.

Fees, \$.....

H. H. Kley (Seal)
Register of Deeds.

By..... Deputy.

MORTGAGE OF REAL ESTATE.—SAML DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 19788.

THIS INDENTURE, Made this 25th day of September, A. D. 1920, between Fannie Whitesides and John Whiteside her husband of Claremore, Rogers County, in the State of Oklahoma, of the first part, and E. C. Roebuck of Claremore, Rogers County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of Fifty and 00/100 (\$50.00) Dollars (\$.....), the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said party of the second part his heirs and assigns, the following described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: South 20 acres (S. 20. A.) of Lot one (1) in Sec. 16, Township Twenty (20) Range Fourteen (14), containing 20 acres, more or less DOLLARS,

TO HAVE AND TO HOLD THE SAME unto the said party of the second part..... 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 Fannie Whitesides and John Whiteside have this day executed and delivered..... certain promissory note..... in writing to said party of the second part, described as follows: of which the following is a partial copy of same
Now 1st 1920 after date for value received, we promise to pay to E. C. Roebuck or assigns the sum of Fifty dollars (\$50.00) with interest thereon from date at the rate of 10% per annum, until paid

Signed
Dated September 24th 1920 Fannie Whitesides and John Whiteside her husband

Now, if said party of the first part shall pay or cause to be paid to said party of the second part..... 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 party 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 party of the first part ha..... hereunto set their hand..... the day and year first above written.
Witness to mark
E. C. Roebuck Fannie Whitesides
John Whiteside

STATE OF OKLAHOMA, Tulsa COUNTY, ss.

Before me..... William H. Fraz Notary Public
in and for said County and State on this 25 day of September, A. D. 1920, personally appeared.....
Fannie Whitesides and John Whiteside her husband to me known to be the identical person 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..... 5/29 1923 (Seal) William H. Fraz Notary Public

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:
That..... of..... County, in the State of Oklahoma, the within-named mortgage..... in consideration of the sum of..... and..... DOLLARS, to..... 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..... ha..... hereunto set..... hand this..... day of..... 19.....

EXECUTED IN PRESENCE OF

This assignment was filed for record on the..... day of..... A. D. 19....., at..... o'clock..... M. Fee, \$.....

Register of Deeds.

\$.....

19.....

RECEIPT.

Received of..... the within-named mortgagor..... the sum of..... and..... DOLLARS, in full satisfaction of the within mortgage.