

## MORTGAGE RECORD, No. 57.

FROM

State of Oklahoma, Tulsa County, ss.

TO

This instrument was filed for record on the 3 day  
of Mar A. D. 1910, at 8<sup>35</sup> o'clock P. M.

Fees, \$.....

(Seal)

H. C. Walkley

Register of Deeds.

By.....Deputy.

MORTGAGE OF REAL ESTATE.—BAMF DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 19785.

THIS INDENTURE, Made this 23rd day of February, A. D. 1910, between Joseph Wagner and Alida A. Wagner his wife, Tulsa County, in the State of Oklahoma, of the first part, and Bertha Price Adams of Tulsa, Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of Seven Hundred Dollars

Dollars (\$700.00), the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said part of the second part her heirs and assigns, the following described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

Block Two (2) in the Harbor  
addition to the city of Tulsa, Oklahoma according to  
the official plat and survey thereof, the parties  
of the first part hereby agree to possess and to keep  
insured said property in a sum not at any  
time less than One thousand Dollars (\$1,000.00)  
for the benefit of the party of the second part as best  
interest may appear,

TO HAVE AND TO HOLD THE SAME unto the said part of the second part her 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 Joseph Wagner and Alida A. Wagner have this day executed and delivered a certain promissory note in writing to said part of the second part, described as follows:

February 23<sup>rd</sup> 1910  
One year after date the promisee to pay to the order of Bertha  
Price Adams, Seven Hundred Dollars, for value received  
and with interest at the rate of 2% per annum from  
date and if the interest be not paid annually to become at  
once payable and to bear the same rate of interest as  
with any relief or benefit whatever from stay, valuation  
approximation, or moratorium. Law signed Joseph Wagner  
Alida A. Wagner

Now, if said part of the first part shall pay or cause to be paid to said part of the second part her 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 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 appraisement 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 hands the day and year first above written.

Joseph Wagner  
Alida A. Wagner

## STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, H. L. Nixson

Notary Public

in and for said County and State on this 23 day of February, 1910, personally appeared Joseph Wagner and to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires June 17<sup>th</sup> 1913.

H. L. Nixson  
Notary Public.

## ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:

That 1 of 1 County, in the State of Oklahoma, the within-named mortgage

to and DOLLARS, 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 23 day of February 1910.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 23 day of February, A. D. 1910, at 8<sup>35</sup> o'clock P. M. Fee, \$.....

Register of Deeds.

\$.....

## RECEIPT.

Received of the within-named mortgagor the sum of and DOLLARS,

in full satisfaction of the within mortgage.

\* State of Iowa County of Cherokee ss. Before me, W. C. Andrews a Notary Public in and for said County and State on this 25 day of February, 1910, personally appeared Alida A. Wagner of Cherokee County, Iowa to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth. My commission expires June 17<sup>th</sup> 1912.