

MORTGAGE RECORD, No. 57.

FROM

State of Oklahoma, Tulsa County, ss.

TO

This instrument was filed for record on the 11th day of Mar A. D. 1910, at 3:30 o'clock P. M.

COMPARED

Fees, \$

By H. C. Wadley Deputy.

Register of Deeds.

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

THIS INDENTURE, Made this 11th day of March, A. D. 1910, between John Rollerson and Grace Rollerson, his wife of Tulsa County, in the State of Oklahoma, of the first part, and W. S. Hall of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part of the first part, in consideration of Two hundred Seventy Dollars (\$ 270), the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said part of the second part his heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

1/2 of lot number one in Block number two of the North Side Addition to the City of Tulsa, according to the records, plus three together with all improvements now or hereafter erecting thereon.

TO HAVE AND TO HOLD THE SAME unto the said part 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 and Grace Rollerson have this day executed and delivered their certain promissory note in writing to said part of the second part, described as follows: Dated at Tulsa, Okla. Mar. 11, 1910, for the sum of Two Hundred Seventy Dollars, payable to W. S. Hall, or order, in installments, as follows: \$10.00 on April 13, 1910, and \$10.00 on the 15th of each succeeding month thereafter until January 15, 1911, and the balance of said note to be paid in monthly installments of \$15.00 per month beginning on February 15th, 1911, and \$15.00 on the 15th day of each succeeding month thereafter until the whole of said note, principal and interest, is fully paid. Said note to bear interest at the rate of 8% per annum, and in case of default in payment of any one of said installments for a period of thirty days.

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

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, W. L. Miller, Notary Public

in and for said County and State on this 11th day of March, 1910, personally appeared John Rollerson and Grace Rollerson, 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 Jan 21

1914 (Seal)

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:

That W. S. Hall of Tulsa County, in the State of Oklahoma, the within-named mortgagee, in consideration of the sum of 270 DOLLARS, to John and Grace Rollerson in hand paid, the receipt whereof is hereby acknowledged, do hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto John and Grace Rollerson 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 W. S. Hall hereunto set his hand this 11th day of March, 1910.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 11th day of March, A. D. 1910, at 3:30 o'clock P. M. Fee, \$

Register of Deeds.

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RECEIPT.

Received of W. S. Hall the within-named mortgagee the sum of 270 DOLLARS, in full satisfaction of the within mortgage.

* After said license due, the whole amount of said note, principal and interest, shall become immediately due and payable at the option of the holder and this mortgage may be immediately foreclosed.