

MORTGAGE RECORD, No. 57.

FROM <b>COMITARED</b>	State of Oklahoma, Tulsa County, ss. This instrument was filed for record on the <u>28</u> day of <u>March</u> A. D. 19 <u>12</u> , at <u>11:30</u> o'clock <u>A.</u> M. Fees, \$..... By <u>H. H. Wadley</u> Deputy Register of Deeds.
TO	

MORTGAGE OF REAL ESTATE.—BANK DODGEWORTH BOOK CO., LEAVENWORTH, KAN. No. 19738.

THIS INDENTURE, Made this 28 day of March A. D. 1912, between L. H. Clark and Anna B. Clark of Tulsa County, in the State of Oklahoma, of the first part, and L. H. Sumpter of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of Three hundred and fifty (\$350.00) 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..... County, and State of Oklahoma, to-wit: Lot 11 and 12 in Block 11, in Morning Side Addition to Tulsa, Oklahoma, and also the following described land, beginning at a point on the quarter section line five hundred and eighty (580) feet East of the South West Corner of the South East quarter of the Northwest quarter of Section 17, Township 19 North, Range 13 East, thence running East One hundred and fifty (150) feet; thence North One hundred feet (100) thence West One hundred feet (100) East (150) feet; thence South One hundred feet (100) to the place of beginning. The above being a strip of land 100 feet by 150 feet lying and being in Tulsa County, Oklahoma.

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 anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas said first parties have this day executed and delivered..... their certain promissory note..... in writing to said party of the second part, described as follows:

One Note bearing even date herewith due in one year and bearing interest at the rate of eight per cent per annum, payable semiannually, said note being for the principal sum of three hundred and fifty (\$350.00) Dollars.

Now, if said parties 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 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 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 hands the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.  
Before me, L. H. Sumpter  
in and for said County and State on this 28 day of March 1912, personally appeared L. H. Clark and Anna B. Clark who are known to me 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 June 11, 1913 19.....  
L. H. Sumpter  
Notary Public

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..... 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.

Signed and acknowledged before me June 11, 1912 H. H. Wadley Register of Deeds.  
For value received, I acknowledge satisfaction and payment in full of the within mortgage, and same is hereby released.  
L. H. Sumpter