

MORTGAGE RECORD, No. 57.

FROM

TO

COMPARED

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 6 day of April A. D. 1912, at 4:30 o'clock P. M.

Fees, \$

By

H. B. Talley
Register of Deeds.

Deputy.

MORTGAGE OF REAL ESTATE—SAML DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 1978.

THIS INDENTURE, Made this 28th day of March, A. D. 1912, between John E. Rodgers and Ada E. Rodgers, of Tulsa County, in the State of Oklahoma, of the first part, and Al Brown & Lee C. Hunter, of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of Twelve Hundred Dollars (\$12.00), the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said parties of the second part, their heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: Forty (40) feet of the Fifth (5th) lot of Block Thirty (30) in Tulsa, Oklahoma, according to the recorded plat and survey thereof.

TO HAVE AND TO HOLD THE SAME unto the said parties of the second part, their 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 E. Rodgers and Ada E. Rodgers, his wife, on this day executed and delivered their certain promissory note in writing to said parties of the second part, described as follows:

One principal note, dated March 28th 1912 for \$12.00 & bearing 8% interest from date payable on or before thirty (30) days from date.

Now, if said parties of the first part shall pay or cause to be paid to said parties of the second part, their 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 parties 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 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 parties of the first part have hereunto set their hands the day and year first above written.

John E. Rodgers
Ada E. Rodgers

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me

E. C. Adams

in and for said County and State on this 28 day of March, 1912, personally appeared John E. Rodgers and Ada E. Rodgers, to me known to be the identical persons 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 May 22, 1913. Seal E. C. Adams, Notary Public

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS: That in consideration of the sum of _____ Dollars, 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 has 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.

For value received, I acknowledge satisfaction and payment in full of the within mortgage, and same is hereby released.

Signed and acknowledged before me May 14, 1912.

Lee C. Hunter

by W. C. Hunter, Notary Public.