

MORTGAGE RECORD, No. 57.

This instrument is subject to the provisions of the Act of March 14, 1909, relating to the recording of mortgages, and same is hereby released.  
Signed and acknowledged before me

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| FROM | State of Oklahoma, Tulsa County, ss.  |
| TO   | This instrument was filed for record on the <u>13</u> day of <u>April</u> , A. D. 19 <u>12</u> , at <u>8</u> o'clock <u>P.</u> M.<br>Fees, \$.....<br>By <u>H. C. Wadley</u> Deputy. (Seal)<br>Register of Deeds. |

MORTGAGE OF REAL ESTATE.—SAML DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 19738.

THIS INDENTURE, Made this 14th day of April, A. D. 1912, between C. M. Clements and Nellie E. Clements, his wife of Tulsa County, in the State of Oklahoma, of the first part, and J. M. Wakefield of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said party of the first part, in consideration of One Hundred thirty and no/100 Dollars (\$130.00), the receipt of which is hereby acknowledged, do by the 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:

Lot Five in Block Seven (17) Wakefield Addition to the City of Tulsa, as per recorded plat thereof. DOLLARS,

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 C. M. Clements and Nellie E. Clements have this day executed and delivered 3 certain promissory notes in writing to said party of the second part, described as follows:

One note for \$43.34 due six months from date  
One note for \$43.33 due one year from date  
One note for \$43.33 due eighteen months from date

Now, if said party 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 notes 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 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 party of the first part have hereunto set their hands the day and year first above written.

C. M. Clements  
Nellie E. Clements

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me A. B. Davis Notary Public  
in and for said County and State on this 16th day of April, 1912, personally appeared C. M. Clements and Nellie E. Clements, his wife 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 November 26 1911 (Seal) A. B. Davis  
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 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.

RECEIPT.

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