

MORTGAGE RECORD, No. 57.

FROM

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 6 day
of May A.D. 1912, at 1 o'clock P.M.
Fees, \$ 0.00

Fees, \$.....

H. H. H. Seal
Register of Deeds.

By..... Deputy

MORTGAGE OF REAL ESTATE.—HAML DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 19788.

THIS INDENTURE, Made this 25th day of April, A. D. 1911, between James W. Johnson of Tulsa County, in the State of Oklahoma, of the first part, and Edward Engel of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 4 of the first part, in consideration of Forty Dollars (\$ 40), the receipt of which is hereby acknowledged, does by these presents, grant, bargain, sell and convey unto said part their of the second part their heirs and assigns, the following-described Real Estate, situated in Indian County, and State of Oklahoma, to-wit: lots seven (7), eight (8) and nine (9) in Block Twenty-four in the town of Jopka, Okla Forty & no DOLLARS.

TO HAVE AND TO HOLD THE SAME unto the said part 4th 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 J. B. Small
had this day executed and delivered his certain promissory note in writing to said party of the second part, described as follows:

copy of Original to
 No. 240⁰⁰ Genks Oklahoma April 23rd 1910.
 Ninety days after date we or either of us, each as principal, promise to pay to
 the order of Edward Engel, \$1000.00 Dollars for value received, payable
 and payable at Bank of Genks, Genks, Oklahoma, on place & demand, with
 interest late ten per cent per annum, from maturity until paid. These makers signed
 and endorsed each severally, with presentation for payment notice of non-payment
 proper and notice and further consent to any renewal or extension without further
 notice {Due Oct. 1 - 1910} Signed J. M. Edwards & James M. Edwards by J. M. Edwards

Now, if said part 1/4 of the first part shall pay or cause to be paid to said part 1/4 of the second part the 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 1/4 of the second part shall be entitled to the possession of said premises. And the said part 1/4 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 part 4 of the first part has 4 hereunto set his hand the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, Herchel B. Hamilton, a Notary Public
in and for said County and State on this 29th day of April, 1910, personally appeared
J. M. Schumaker and to me known to be the identical persons 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 Mar 31 1910 10

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, ha... hereunto set... hand, this... day of...

EXECUTED IN PRESENCE OF

This assignment was filed for record on the.....day of.....A. D. 19....., at.....
o'clock.....M. Fee, \$.....

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RECEIPT.

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