

MORTGAGE RECORD, No. 57.

COMPARER

FROM _____

TO _____

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 7 day of May A. D. 1912, at 8 o'clock A. M.

Fees, \$ _____

By Seal Deputy.

Register of Deeds.

MORTGAGE OF REAL ESTATE—BANK DODSWORTH BROS CO., LEAVENWORTH, KAN. No. 19788.

THIS INDENTURE, Made this 5th day of May, A. D. 1912, between H. C. Fagin and Laura J. Fagin his wife of Tulsa County, in the State of Oklahoma, of the first part, and L. J. Whitnack of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of six hundred forty Dollars (\$ 640), the receipt of which is hereby acknowledged, do hereby by these presents grant, bargain, sell and convey unto said party of the second part her heirs and assigns the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: Lot seven, eight and nine in block number thirty-six in the town of Broken Arrow Oklahoma

TO HAVE AND TO HOLD THE SAME unto the said party of the second part her 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 H. C. Fagin and Laura J. Fagin have on this day executed and delivered and certain promissory note in writing to said party of the second part, described as follows: Broken Arrow Oklahoma May 5, 1912. One year after date without demand, notice or protest, we neither of us as principal, promise to pay to the order of L. J. Whitnack six hundred forty dollars for value received, negotiable and payable, and with interest from date at the rate of 10 per cent per annum until paid. Payable at the First National Bank of Broken Arrow, Okla. If the interest is not paid annually it shall become a part of the principal and bear the same rate of interest. The said parties and said bank make demand, notice and protest and agree to let the time of payment be extended without our consent from time to time until paid.

Now, if said party of the first part shall pay or cause to be paid to said party of the second part her 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 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 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.

H. C. Fagin
Laura J. Fagin

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me F. A. Hurd a Notary Public in and for said County and State on this 5th day of May, 1912, personally appeared H. C. Fagin and Laura J. Fagin 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 April 21 1911 Seal F. A. Hurd

ASSIGNMENT.

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 _____ hereunto set _____ hand _____ 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 _____ and _____ DOLLARS, in full satisfaction of the within mortgage.