

MORTGAGE RECORD, No. 57.

FROM

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 14 day
of May, A. D. 1912, at 2 o'clock P. M.

Fees, \$

DeaH. H. Mackley

Register of Deeds.

By Dea Deputy.

COMPARED

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

THIS INDENTURE, Made this 14 day of May, A. D. 1912, between M. H. Rogers & Mary S. Rogers his wife of Tulsa County, in the State of Oklahoma, of the first part, and L. V. Snyder of Nowata County, in the State of Oklahoma, of the second part:

WITNESSETH That said parties of the first part, in consideration of One thousand Dollars (\$1000), the receipt of which is hereby acknowledged, do hereby 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 Tulsa County, and State of Oklahoma, to-wit:

All of Lot numbered Six and the South forty feet of lot numbered Five in Block numbered Six in Lindsey addition in the City of Tulsa according to Plats on file of said subdivision

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 M. H. Rogers & Mary S. Rogers have this day executed and delivered One certain promissory note in writing to said party of the second part, described as follows: One note for a principal sum of One thousand dollars due and payable one year after date and bears eight per cent interest per annum from date payable semiannually.

First parties agree to keep said premises insured in some good fire insurance company loss if any payable to second party as her interest may appear.

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 party 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 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.

M. H. RogersMary S. RogersNotary Public

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, Wm. Querry

in and for said County and State on this 14 day of May, 1912, personally appeared M. H. Rogers and Mary S. Rogers 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 11/22nd 1911DeaWm. Querry Notary Public

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:

That the within named mortgage of the within named mortgage County, in the State of Oklahoma, the within named mortgage in consideration of the sum of One thousand Dollars, to the within named mortgage 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 14 day of May, 1912.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 14 day of May, A. D. 1912, at 2 o'clock P. M. Fee, \$

Register of Deeds.

\$

1912

RECEIPT.

Received of the within named mortgage the sum of One thousand Dollars, in full satisfaction of the within mortgage.