

MORTGAGE RECORD, No. 57.

FROM

State of Oklahoma, Tulsa County, ss.

COMPARED

TO

This instrument was filed for record on the 22 day of May A. D. 1912, at 3 o'clock P. M.

Fees, \$.

H. C. Walkley
Register of Deeds.

By Deputy.

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

THIS INDENTURE, Made this 22 day of April, A. D. 1912, between John M. Stratton and Lydia F. Stratton, of Tulsa County, in the State of Oklahoma, of the first part, and W. L. Nijon, of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of Eight hundred dollars (\$800.00), Dollars (\$), the receipt of which is hereby acknowledged, do hereby presents, grant, bargain, sell and convey unto said part of the second part, his heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: South 45 feet of lot 2 in Block 25 (except addition to the City of Tulsa) Tulsa County, Oklahoma, according to the amended plat thereof, DOLLARS,

TO HAVE AND TO HOLD THE SAME unto the said part 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 John M. Stratton and Lydia F. Stratton have on this day executed and delivered to said part of the second part, described as follows:

One year after date and promises to pay to the order of W. L. Nijon Eight hundred dollars. For value of \$800.00, the interest at the rate of 10 per cent per annum, and if this interest be not paid regularly to Nijon, at principal and interest, the same rate of interest, then Nijon is authorized to sell the property without appraisal or discount, and without any claim or benefit whatever for the value of the property, appraised or estimated, or for the interest thereon.

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

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, Arthur Farmer, Notary Public, in and for said County and State on this 22 day of April, 1912, personally appeared John M. Stratton and Lydia Stratton his wife, 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 May 29, 1913.

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS: That W. L. Nijon, of Tulsa County, in the State of Oklahoma, the within-named mortgagee, in consideration of the sum of Eight hundred and no/100 DOLLARS, to him in hand paid, the receipt whereof is hereby acknowledged, do hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto J. A. M. Runey, his 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 his hand this 22 day of May 1912.

EXECUTED IN PRESENCE OF

R. L. McQuinn

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

Register of Deeds.

RECEIPT.

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

State of Oklahoma, Tulsa County.
 at Tulsa, Okla. I hereby certify that this instrument was filed for record in my office on the 22 day of April, 1912, at 3 o'clock P. M. and is duly recorded in receipt book page 475. H. C. Walkley, Register of Deeds.