

MORTGAGE RECORD.

FROM

State of Oklahoma, Tulsa County, ss.

COMPARED

TO

This instrument was filed for record on the 1st day of Feb. A. D. 1911, at 11 o'clock A. M.

Fees, \$

By

Deputy.

Register of Deeds.

MORTGAGE OF REAL ESTATE.—SAML. DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 10758

THIS INDENTURE, Made this 2nd day of February, A. D. 1911, between Frank Chesley & Jennie C. Chesley his wife of Tulsa, Tulsa County, in the State of Oklahoma, of the first part, and J. C. Rogers of Washington, D. C. County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1st of the first part, in consideration of Two Thousand Dollars (\$2000.00), the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 2nd of the second part, his heirs and assigns, the following-described Real Estate, situated in Tulsa, Tulsa County, and State of Oklahoma, to-wit: Tract of land (150) feet of lot 150 in Block 1 in the city of Tulsa DOLLARS,

TO HAVE AND TO HOLD THE SAME unto the said part 2nd 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 Frank Chesley & Jennie C. Chesley have this day executed and delivered to said part 2nd of the second part, certain promissory note in writing to said part 2nd of the second part, described as follows: One interest coupon of \$80.00 due August 2-1911
\$80.00 February 2-1912
\$80.00 August 2-1912
\$80.00 February 2-1913
Principal note of \$2000.00 in February 2-1913
 Any expenses which may be incurred in defending the title to the property as above described shall be paid by the mortgagor and release a part of the debt.

Now, if said part 1st of the first part shall pay or cause to be paid to said part 2nd 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 2nd of the second part shall be entitled to the possession of said premises. And the said part 1st 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 1st of the first part have hereunto set their hands the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, E. D. Coggeshall, Notary Public, in and for said County and State on this 2nd day of February, 1911, personally appeared Frank Chesley and Jennie C. Chesley 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 14 1911 (Seal) E. D. Coggeshall Notary Public

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 _____ 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 has hereunto set hand this _____ day of _____ 1911.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the _____ day of _____ A. D. 1911, 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.

set in company; stipulated and agreed that in case this mortgage shall be foreclosed an attorney's fee of One Hundred Dollars shall be paid and made a part of the costs of foreclosure.