

COMPARED

MORTGAGE RECORD

33698

SAML DODD WORTH BOOK CO., LEAVENWORTH, KAN. No. 21054

MORTGAGE OF REAL ESTATE

THIS INDENTURE, Made this 17th day of August, A. D. 1911, between Sophia Rogers and Walter Rogers, her husband, and Callie Rogers, unmarried of Tulsa County, in the State of Oklahoma, of the first part, and Henry Korte of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of Two Hundred and Seventy Dollars (\$ 270.00), the receipt of which is hereby acknowledged, do 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: lots Twentythree (23) and Twentyfour (24), in Block Six (6) in the Northside Addition to the City of Tulsa, Oklahoma, according to the recorded plat thereof. DOLLARS,

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 parties of the first part, on this day executed and delivered one certain promissory note, in writing to said party of the second part, described as follows:

Tulsa, Oklahoma, Aug. 17, 1911,
For value received we promise to pay to the order of Henry Korte at the Office of Brodman Bros, the sum of Two Hundred and Seventy Dollars, in monthly installments of \$15.00 each, payable on the 17th day of each succeeding month after the date hereof, with interest thereon from the date hereof at ten percent per annum. If this note is not paid when due and collected by an attorney or by suit the makers *

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 appraisement 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. at the request of Callie Rogers and Walter Rogers her husband, she affixed her mark to said signature in my presence, H. C. Brodman, Witness to mark: Walter Rogers, Callie Rogers, Mark

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, W. S. Brodman

in and for said County and State, on this 17th day of August, A. D. 1911, personally appeared Sophia Rogers and Walter Rogers her husband and Callie Rogers, unmarried 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 Apr. 3rd 1915) W. S. Brodman
(Seal) Notary Public

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That Henry Korte of Tulsa County, in the State of Oklahoma, the within-named mortgagor, in consideration of the sum of 270.00 Dollars, and 270.00 DOLLARS, to Henry Korte in hand paid, the receipt whereof is hereby acknowledged, do hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto Henry Korte 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, Henry Korte, hereunto set hand, this 17th day of August, A. D. 1911.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 17th day of August, A. D. 1911, at 3⁴⁵ o'clock P. M. Fee, \$ 1.00 Register of Deeds.

RECEIPT

Received of Henry Korte the within-named mortgagor, the sum of 270.00 DOLLARS, in full satisfaction of the within mortgage.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

This instrument was filed for record on the 17th day of August, A. D. 1911, at 3⁴⁵ o'clock P. M. Fees, \$ 1.00 H. C. Walkey Register of Deeds.

By (Seal) Deputy.

* shared agree to pay an attorney fee for the collection of said sum of dollars and ten percent of the amount remaining unpaid. Signed by all of the parties of the first part.

For value received, I acknowledge satisfaction and payment in full of the within mortgage, and same is hereby released.
Henry Korte
Notary Public
Aug 11-1911