

## MORTGAGE RECORD

# 34641

SAML DORSEY BOOK CO., LEAVENWORTH, KAN. No. 21051

## MORTGAGE OF REAL ESTATE

THIS INDENTURE, Made this 30th day of September, A. D. 1911, between William F. Rogers, a single unmarried man of Tulsa County, in the State of Oklahoma, of the first part, and GEORGE M. CARTY & GEORGE L. LINES, of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of One Hundred Fifty and no/100 Dollars (\$ 150.00 ), the receipt of which is hereby acknowledged, do... by these presents grant, bargain, sell and convey unto said parties of the second part, their heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

Part of Lot Four (4) in Block Eighty one (81) in the City of Tulsa, Oklahoma, as shown by the government plat and survey and more particularly described as follows: Beginning at a point 62.2 ft. West of the southeast corner on the south boundary line of said Lot 4, thence West along said boundary line a distance of 50 feet, thence Northwesterly on a line parallel with westerly boundary line of said Lot 4 to a point on the north boundary line of said Lot 4, \*

TO HAVE AND TO HOLD THE SAME unto the said parties of the second part, their heirs and assigns, together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas, said first parties have this day executed and delivered their certain promissory note in writing to said parties of the second part, described as follows:

One note for \$150.00 of even date herewith bearing interest at rate of 10% after maturity, and due one year after date signed by Sarah E. Walton, payable to second parties

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

Witnesses to make  
E. M. Litson  
A. E. Thompson

William F. Rogers  
Sarah E. Walton

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, Albert H. Bell, Notary Public, in and for said County and State, on this 30th day of September, 1911, personally appeared William F. Rogers an unmarried man and Sarah E. Walton 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 Oct 29th 1914) Albert H. Bell  
(Seal) Notary Public

KNOW ALL MEN BY THESE PRESENTS:

## ASSIGNMENT

That... 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 mortgage... hereunto set... hand... this... 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... DOLLARS, in full satisfaction of the within mortgage.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

This instrument was filed for record on the 30th day of Sep, A. D. 1911, at 3:15 o'clock, p.m. Fees, \$...

By... Deputy. H. C. Walkley Register of Deeds.

(Seal)

\* thence easterly along the northerly boundary line of said lot, a distance of 50 feet to a point thence southeasterly on a line parallel with the easterly line of said lot to the place of beginning