

This Indenture, Made this 7th day of May, A. D. 1928, between

C. O. Copey and Josephine Copey, husband and wife
of Tulsa County, in the State of Oklahoma, of the first part, and

John P. Lay
of _____ County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1st of the first part, in consideration of the sum of

Seven hundred Dollars, 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 County, and State of Oklahoma, to-wit:

Lot six (6) Block one (1) in Lindsey Addition to the town of Tulsa,
Tulsa County, Oklahoma.

Valued at \$3,500.00

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 C. O. Copey and Josephine Copey husband and wife have this day executed and delivered them certain promissory note in writing to said part 1st of the second part, described as follows:

Dated May 7th 1928, due, one year after date. Principal \$700.00 payable to John P. Lay. Signed by C. O. Copey and Josephine Copey. Said first parties agree to keep the house in and let insured against fire by fire and tornadoes in good reliable companies during the life of this mortgage.

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 hand the day and year first above written.

C. O. Copey
Josephine Copey

STATE OF OKLAHOMA, } ss.

Tulsa COUNTY, Before me, B. F. Davis a notary public

in and for said County and State on this 7th day of May, 1928, personally appeared

C. O. Copey and Josephine Copey husband and 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 Sept 9th 1928 (Seal) B. F. Davis

This instrument was filed for Record on the 8 day of May, A. D. 1928, at 3 o'clock P. M.,

and duly recorded the _____ day of _____ 19____

By _____ Deputy. (Seal) H. C. Welling Register of Deeds.