428 TO

1068 MORTGAGE OF REAL ESTATE. BLO. B. BARNES & CO., ST. LOUIS. 8

This Indenture, Made this Ninth day of September A. D. 1915, between

C. O. McCollough

of Tulsa County, in the State of Oklahoma, of the first part, and

Cyrus S. Avery

of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said party of the first part, in consideration of the sum of

One hundred twenty-five & no/100 Dollars, ($125.00) the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto said party of the second part heirs and assigns, the following described REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit:

Blocks number 1, 2, 3, 4, 5, 6, 7, 9, 10, 12, 15, 17 & 18, in the Tulsa Oil & Gas Land Co's subdivision of the southwest quarter (SW¼) of the southeast quarter (SE¼) of section twenty seven (27), and the southeast quarter (SE¼) of the southeast quarter (SE¼) of the southeast quarter (SE¼) of section twenty eight (28) Township 21 N. Range 13 E. as shown on the plat of said subdivision on record in the office of the Register of Deeds, in Tulsa, Oklahoma.

TO HAVE AND TO HOLD THE SAME, unto the said party of the second part 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. McCollough has this day executed and delivered a certain promissory note in writing to said party of the second part, described as follows:

Note dated Sept 12/15 payable Oct 12/15 for the amount of $125.00

For value received, I acknowledge satisfaction and payment in full of the within mortgage, and same is hereby released.

Dated Sept 16 1915

Mark A. McCulloch

Register of Deeds.

Signed and acknowledged before me this 16 day of Sept 1915

H. C. Walkley

Register of Deeds.

Now, if said party of the first part shall pay or cause to be paid to said party of the second part 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 party 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 party of the first part has hereunto set his hand the day and year first above written.

C. O. McCollough

STATE OF OKLAHOMA, } ss.
Tulsa COUNTY. }

Before me, a Notary Public in and for said County and State on this 12th day of September 1915, personally appeared C. O. McCollough to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My Commission expires June 29 1919 (Seal)

Chas. Haley

This instrument was filed for Record on the 12 day of Sept A. D. 1915, at 2:25 o'clock P. M., and duly recorded the day of 19

By Deputy.

(Seal)

H. C. Walkley

Register of Deeds.