

THIS INDENTURE Made this 18th day of March, A.D. 1929, between Winfield J. Durkin & William H. Starnes of Indianapolis County, in the State of Oklahoma, of the first part, and George H. Covey, Nathan M. Covey, Stephen W. Covey & Sarah H. Covey, his wife of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1st of the first part, in consideration of thirteen thousand three hundred and thirty three Dollars (\$13,333.33) the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto said part 2nd of the second part their heirs and assigns, the following described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

the south twenty five (25) feet of lot one (1) and all of lot two (2) in block one hundred thirty five (135) in the original townsite of the City of Tulsa, Tulsa County, State of Oklahoma according to the recorded plat thereof. DOLLARS

TO HAVE AND TO HOLD The same unto the said part 2nd of the second part their 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 part 1st this day executed and delivered their certain promissory note in writing to said part 2nd of the second part, described as follows:

Four certain promissory notes of even date herewith, each for the sum of three thousand three hundred and thirty three (3,333.33) for two (2) years after date and two (2) years after date, said notes payable to the order of W. J. Durkin & W. H. Starnes, signed by Durkin Covey, Stephen W. Covey & Sarah H. Covey, with interest at the rate of 7% per annum, payable annually from date made paid. The interest if not paid when due to become as principal and bear the same rate of interest, and in case note is collected by attorney or by legal proceedings we agree to pay an additional sum of 10% on the amount of this note and attorney's fees. Payable at Central National Bank, Tulsa, Oklahoma.

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

George H. Covey,  
Nathan M. Covey,  
Stephen W. Covey,  
Sarah H. Covey,  
M. H. Starnes.

State of Oklahoma,

Tulsa County } ss. BEFORE ME J. E. Burns as Notary Public, in and for said County and State on this 1st day of April, 1929, personally appeared George H. Covey & Nathan M. Covey, his wife and M. H. Starnes, 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 February 9th, 1933

Seal

#### ASSIGNMENT

Know All Men by These Presents:

THAT part 1st of the first part of the within named Mortgage in consideration of the sum of thirteen thousand three hundred and thirty three DOLLARS to part 2nd in hand paid, the receipt whereof is hereby acknowledged, do hereby Sell, Assign, Transfer, Set Over and Convey unto part 2nd 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 1st day of April, 1929.

EXECUTED IN PRESENCE OF

State of Oklahoma,

Tulsa County } ss. This Assignment was filed for record on the 1st day of April, A.D. 1929 at 3:30 o'clock P. M., and duly recorded in Book 19 on page 19 Fee, \$ 1.00 Register of Deeds.

#### RECEIPT.

RECEIVED OF part 1st the within named Mortgagor the sum of thirteen thousand three hundred and thirty three DOLLARS, in full satisfaction of the within Mortgage.

FILED FOR RECORD On the 1st day of April, A.D. 1929 at 3:30 o'clock P. M.

Seal

H. C. Walkley

Register of Deeds.