

THIS INDENTURE Made this 23rd day of June, A.D. 1929, between James L. Avery & Lucie M. Avery, his wife
of Tulsa County, in the State of Oklahoma, of the first part, and Wesley Cook
of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part is of the first part, in consideration of One thousand and no/100 Dollars (\$ 1,000.00) the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto said part y of the second part her heirs and assigns, the following described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

The northwest quarter of the southeast quarter and the north half of the southwest quarter of the southeast quarter and the east half of the southwest quarter of the northeast quarter of section thirty six (36), township twenty (20) north, range thirteen (13) east of the Indian Base and Meridian, containing eighty (80) acres more or less as the case may be, according to the United States Government survey thereof.

TO HAVE AND TO HOLD The same unto the said part of of the second part her 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 Cyrus S. Avery in and by me his attorney in fact, has on this day executed and delivered one certain promissory note in writing to said party of the second part, described as follows:

One note dated June 23, 1909 due June 23, 1910. Amount \$1000.00 interest eight per cent, payable annually

That mortgage is given subject to a first mortgage of One thousand Dollars in favor of C. H. Fincher.

Now, if said part 1st of the first part shall pay or cause to be paid to said part 4th of the second part her 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 4th of the second part shall be entitled to possession of said premises. And the said part 4th 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 is of the first part has hereunto set their hands the day and year first above written.

State of Oklahoma.

in and for said County and State on this 23 day of June, 1929, personally appeared Edgar A. Avery and Essie M. Avery, his 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 November 7 1911

ASSIGNMENT

Know All Men by These Presents:

THAT..... of.....County, in the State of Oklahoma, the within
named Mortgage.....in consideration of the sum of.....and.....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 Mortgagee ha hereunto set hand this day of 19

EXECUTED IN PRESENCE OF

State of Oklahoma,

ss. _____
 _____ County } This Assignment was filed for record on the _____ day of _____ A.D. 19____ at _____ o'clock _____ M.,
 and duly recorded in Book _____ on page _____ Fee, \$ _____
 \$ _____ 19____ Register of Deeds.

RECEIPT.

RECEIVED OF _____ the within named Mortgagor _____
the sum of _____ and _____ DOLLARS,
in full satisfaction of the within Mortgage.

FILED FOR RECORD On the 12 day of Jul A.D. 1909 at 2³⁰ o'clock P. M.

Register of Deeds