242620 C.J.

TREASURERIS INDORSEMENT

I hereby corning that I received \$,27, and issued Receive N. 120,75.

The property of the payment of mortgage tax on the wind of the Color of the payment of mortgage.

W. W. Simoney, January Treasurer

Deputy

REAL ESTATE MORTGAGE COMMAKED

THIS INDENTURE, Made this 15th day of October in the year of A. D. 1923, between Etta , McCoy and J. R. McCoy, wife and husband of Tulsa County, in the State of Oklahoma, of the first part and J. M. Winters of Tulsa County, in the State of Oklahoma, of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Twelve Hundred and no/100 DOLLARS the receipt of which is hereby acknowledged do by these presents, grant, bargain, sell and convey unto said party of the second part his heirs and assigns, all the following described Real Estate, situate in Tulsa County, and State of Oklahoma, to-wit:

The West Half of Lots Fifteen (15) and Sixteen (16) Less eight (8) feet off the North side of Lot Sixteen (16) in Block One (1) in Orcutt Addition to the City of Tulsa, according to the official recorded plat thereof

TO HAVE AND TO HOLD THE SAME, Unto the said party 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 Standard Machine and Tool Company, a corporation has this day executed and delivered its certain promissory note in writing to itself of the second part, described as follows:

One note for \$1200.00 dated October 15, 1923, due sixty days after date, with interest from date at the rate of 10 per cent per amnum and which said note is endorsed by the Standard Machine and Tool Company and J. R. McCoy individually, said note being payable to said company

NOW, If said parties of the first part shall pay or cause to be paid to said party of the second part his heirs or assigns, said sum or sums of money in the above described note 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 seid 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 parties of the first part for said consideration do hereby expressely 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, That said parties of the first part have hereunto set their hand the day and year first above written.

Etta G. McCoy

1

J. R. McCoy

STATE OF OKLAHOMA,)

1 ss
TULSA COUNTY.

Before me, a Notary Public in and for said County and State on the 15th day of October 1923, personally appeared Etta G. McCoy and J. R. McCoy, wife and husband 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.